United States Court of Appeals

for the Second Circuit

EXHIBITS

DESIGNATED GENERAL COUNSEL EXHIBITS

VOLUME I

(1a - 15w)

GENERAL COUNSEL'S EXHIBITS

Exhibit	Description
1a.	Charge in Case No. 31-CB-1203-2, dated March 8, 1973.
1e.	Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, dated April 18, 1973 with Form NLRB-4668 attached.
2.	1970 Writers Guild of America Theatrical and Television Film Basic Agreement (AMPTP-WGA Contract)
3.	List of producers, executive producers, associate producers, directors, etc. who are members of Writers Guild.
4.	Notice of disciplinary hearing and charges against David Victor dated 4/14/73.
5.	Notice of disciplinary hearing and charges against Jon Epstein, dated 4/14/73.
6.	Notice of disciplinary hearing and charges against Herman Saunders dated 4/14/73.
7.	Notice of disciplinary hearing and charges against John Mantley dated 4/14/73.
8.	Notice of disciplinary hearing and charges against John Michael Crichton dated 4/6/73.
9.	Designated pages from Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 -- Networks.
10.	Copy of 1968 Writers Guild of America Television Free-Lance Minimum Basic Agreement to which CBS is a signatory.
12a.	Constitution and By-Laws and Amendments of Writer's Guild of America West, Inc., December, 1972.
13c.	Original Charge in Case No. 31-CB-1316 dated 7/16/73.
13e.	Order Consolidating Cases, Consolidated Complaint and Notice of Hearing dated 7/25/73.

13j. Order on Motion to Reopen Record, Consolidate Cases and Vacate Time for Filing Briefs, dated 8/10/73.

15a. Notice of Disciplinary Hearing and Charges -- Hugh Benson.

15b. Notice of Disciplinary Hearing and Charges -- Jerome Bredouw.

15c. Notice of Disciplinary Hearing and Charges -- Robert Blees.

15d. Notice of Disciplinary Hearing and Charges -- Robert Cinader.

15e. Notice of Disciplinary Hearing and Charges -- Ron Honthaner.

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15 l. Notice of Disciplinary Hearing and Charges -- Stephen Heilpern.

15m. Notice of Disciplinary Hearing and Charges -- James McAdams.

15n. Notice of Disciplinary Hearing and Charges -- Martin Ransohoff.

15o. Notice of Disciplinary Hearing and Charges -- Andrew Fenady.

15p. Notice of Disciplinary Hearing and Charges -- Thomas Leetch.

15q. Notice of Disciplinary Hearing and Charges -- Thomas Miller.

15r. Notice of Disciplinary Hearing and Charges -- Cy Chermack.

15s. Notice of Disciplinary Hearing and Charges -- Frank Paris.

15t. Notice of Disciplinary Hearing and Charges -- Larry Gordon.

15u. Notice of Disciplinary Hearing and Charges -- Jack Haley.

15v. Notice of Disciplinary Hearing and Charges -- Philip Kaufman.

15w. Notice of Disciplinary Hearing and Charges -- David Peckinpah.

16a. Designated pages from transcript of disciplinary trial of Cy Chermack.

16b. Transcript of disciplinary trial of Robert Cinader.

16c. Transcript of disciplinary trial of Jerome Bredouw.

16d. Transcript of disciplinary trial of Jon Epstein.

16e. Transcript of disciplinary trial of Michael Crichton.

16f. Transcript of disciplinary trial of Hugh Benson.

16g. Designated pages from transcript of disciplinary trial of David Levinson.

16h. Transcript of disciplinary trial of William Roberts.

16i. Transcript of disciplinary trial of Albert Ruddy.

16j. Transcript of disciplinary trial of Herman Saunders with attached letter of 1/22/73.

16k. Transcript of disciplinary trial of Frank Paris.

16 l. Transcript of disciplinary trial of Coles Trapnell with attached letter of 3/6/73.

16m. Transcript of disciplinary trial of Robert Blees with declaration of 5/31/73.

16n. Transcript of disciplinary trial of John Mantley with attached declaration of 5/31/73.

16o. Transcript of disciplinary trial of David Victor.

17a. Guild's Trial Committee Decision for Hugh Benson.

17b. Guild's Trial Committee Decision for Robert Blees.

17c. Guild's Trial Committee Decision for Cy Chermack.

17d. Guild's Trial Committee Decision for Jon Epstein.

17e. Guild's Trial Committee Decision for David Levinson.

17f. Guild's Trial Committee Decision for John Mantley.

17g. Guild's Trial Committee Decision for Herman Saunders.

17h. Guild's Trial Committee Decision for David Victor.

17i. Guild's Trial Committee Decision for Robert Cinader.

18. Notice of Charge Against Barry Crane.

19. Guild's Decision for Barry Crane.

20. Notice of Charge Against Roger Lewis.

21. Notice of Charge against Mark Rosin.

22. Notice of Charge against Philip Barry.

23b. Notice of Appeal for Jon Epstein.

23c. Notice of Appeal for John Mantley.

23d. Notice of Appeal for Herman Saunders.

23e. Notice of Appeal for David Victor.

23f. Notice of Appeal for David Levinson.

23g. Notice of Appeal for Robert Cinader.

23h. Notice of Appeal for Hugh Benson.

23i. Notice of Appeal for Cy Chermack.

24. Agenda and Rules for WGA Meeting on 11/12/73.

26a. Letter from 20th Century Fox.

26b. Letter from Paramount.

26c. Letter from Screen Gems.

26d. Letter from Warner Bros.

26e. Letter from MGM.

26f. Letter from Disney.

27. Letter from Bing Crosby Productions.

28. Memo from R. Wood to CBS Employees.

31. Press Release -- Daily Variety -- 6/27/73.

32. Press Release -- Los Angeles Times -- 6/27/73.

33. Press Release -- Hollywood Reporter -- 6/27/73.

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15w. Notice of Disciplinary Hearing and Charges -- David Peckinpah.

Form NLRB-501
(12-48)

Form Approved
Budget Bureau No. 64-R001.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.	DO NOT WRITE IN THIS SPACE Case No. 31-CB-1203-1 Date Filed 3-8-73

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name	b. Union Representative to Contact	c. Phone No.
WRITERS' GUILD OF AMERICA WEST, INC.	Michael Franklin	274-8601

d. Address (Street, city, State and ZIP code)
8955 Beverly Boulevard, Los Angeles, California 90048

e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (4)(i)(A) (List Subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

1. Since on or about January 31, 1973, and continuing through this date, Respondent has restrained and coerced actors and other employees in the exercise of the rights guaranteed in Section 7 of the Act by threatening to fine, blacklist, and otherwise discipline them in the event said employees perform non-writing services covered by another Union's collective bargaining agreement containing a no-strike clause, either by crossing Respondent's picket lines or by working during the course of Respondent's strike.

2. By these and other acts Respondent is violating the Act.

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3. Name of Employer
Association of Motion Picture and Television Producers, Inc.

4. Location of Plant Involved (Street, city, State and ZIP code)
8480 Beverly Boulevard, Los Angeles, Calif. 90048

5. Type of Establishment (Factory, mine, wholesaler, etc.)	6. Identify Principal Product or Service	7. No. of Workers Employed
Motion Picture Studios	Production and distribution of motion pictures	25,000

8. Full Name of Party Filing Charge DAVID C. MILLER, for Loeb and Loeb
HARRY KEATON, for Mitchell, Silverberg & Knupp

9. Address of Party Filing Charge (Street, city, State and ZIP code)
One Wilshire Bldg., Suite 1600, Los Angeles, Ca./90017 (L&L)
1800 Century Park East, Los Angeles, Ca. 90067 (MS&K)

10. Telephone No.
627-4241
553-5000

11. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By David C. Miller (Signature of representative or person making charge)

Attorney (Title or office, if any)

Address: One Wilshire Bldg., Suite 1600, Los Angeles, Ca. 90017

627-4241 (Telephone number)

March 8, 1973 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 911-537

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 31

WRITERS GUILD OF AMERICA WEST, INC.

and

Case No. 31-CB-1203-2

ASSOCIATION OF MOTION PICTURE
AND TELEVISION PRODUCERS, INC.

WRITERS GUILD OF AMERICA WEST, INC.

and

Case No. 31-CB-1223

AMERICAN BROADCASTING COMPANIES, INC;
COLUMBIA BROADCASTING SYSTEM, INC.;
NATIONAL BROADCASTING COMPANY, INC.

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ORDER CONSOLIDATING CASES
CONSOLIDATED COMPLAINT
AND
NOTICE OF HEARING

It having been charged by Association of Motion Picture and Television Producers, Inc., herein called the Association, in Case No. 31-CB-1203-2, and by American Broadcasting Companies, Inc.; Columbia Broadcasting System, Inc.; and National Broadcasting Company, Inc., herein called, respectively American, Columbia and National, in Case No. 31-CB-1223, that Writers Guild of America, West, Inc., herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce. as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director, having duly considered the matter and deeming it necessary in order to effectuate the purposes of the Act and to avoid unnecessary costs or delay,

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations, Series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated for hearing, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended, hereby issues this Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (a) The charge in Case No. 31-CB-1203-2 was filed by the Association on March 8, 1973, and a copy thereof was served on Respondent on the same date

(b) The charge in Case No. 31-CB-1223 was filed by American, Columbia, and National on April 4, 1973 and a copy thereof was served on Respondent on the same date by registered mail.

2. (a) The Association is now and has been at all times material herein, an incorporated employer association with its principal place of business at Los Angeles, California, which admits to membership firms engaged in the production and distribution of motion picture and television films and which exists in part for the purpose of negotiating, executing and administering multiemployer collective-bargaining agreements on behalf of its employer-members with the collective-bargaining representatives of their employees, including the Respondent.

(b) The employer-members of the Association, annually, in the course and conduct of their business operations, collectively, sell and ship from their studios in California, directly to points outside the State of California, motion picture films and other products valued in excess of $50,000.

(c) American, a New York corporation, with offices in various locations throughout the United States, including Los Angeles, California, is engaged in the production and broadcasting of television programs.

(d) American, annually, derives gross revenues in excess of $100,000 from sales made to customers located outside the State of California, and annually purchases goods valued in excess of $50,000 directly from suppliers located outside the State of California.

(e) Columbia, a New York corporation with offices located in various locations throughout the United States, including Los Angeles, California, is engaged in the production and broadcasting of television programs.

(f) Columbia, annually, in the course and conduct of its business, derives gross revenues in excess of $100,000 from sales made to customers located outside the State of California, and annually purchases goods valued in excess of $50,000 directly from suppliers located outside the State of California.

(g) National, a Delaware corporation with offices located in various locations throughout the United States, including Burbank, California, is engaged in the production and broadcasting of television programs.

(h) National, annually, derives gross revenues in excess of $100,000 from sales made to customers located outside the State of California and annually purchases goods valued in excess of $50,000 directly from suppliers located outside the State of California.

3. The Association, through its employer-members, and American, Columbia and National, each is now, and at all times material herein each has been, an employer engaged in commerce, and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

4. The Association, through its employer-members, and American, Columbia and National, each is now, and at all times material herein each has been, an Employer within the meaning of Section 2(2) and 8(b)(1)(B) of the Act.

5. Respondent is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) and Section 8(b) of the Act.

6. At all times material herein, the following named persons occupied the positions set forth opposite their respective names, and at all times material herein, were agents of Respondent, acting on its behalf, within the meaning of Section 2(13) of the Act:

Ranald MacDougall - President

Michael H. Franklin - Executive Director

Alan Griffiths - Assistant Executive Director

Carey Wilber - Cochairman of Strike Committee

Patty (last name unknown) - Member of Strike Committee

7. Respondent is now, and has been at all times material herein, the exclusive collective-bargaining representative within the meaning of Section 9(a) of the Act of the employees in an appropriate unit, employed by the Association members at their respective studios and by American, Columbia and National at their respective studios.

8. (a) Up to and including March 4, 1973, Respondent and the Association were parties to a written collective-bargaining agreement entitled Writers Guild of America 1970 Theatrical and Television Film Basic Agreement dealing with rates of pay, wages, hours of employment and other terms and conditions of employment, of the employees in the appropriate unit described in paragraph 7 above, which agreement by its terms was effective from June 16, 1970, to June 15, 1973, but which was terminated on March 4, 1973, by Respondent, pursuant to the terms of the Agreement.

(b) Up to and including March 4, 1973, Respondent and American, Columbia and National were parties to separate, written collective-bargaining agreements, each of which was entitled Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 - Networks, dealing with rates of pay, wages, hours of employment and other terms and conditions of employment, for the employees in the appropriate unit for each respective employer as described above in paragraph 7, and each of which agreements was effective from June 16, 1970, to June 15, 1973, but which was terminated by Respondent on March 4, 1973, pursuant to the terms of each such Agreement.

(c) Up to and including February 13, 1973, Respondent and American, Columbia and National were parties to separate, written collective-bargaining agreements each of which was entitled 1971 Writers Guild of America Television Freelance Minimum Basic Agreement, dealing with rates of pay, wages, hours of employment and other terms and conditions of employment for the employees in the appropriate unit for each respective employer as described above in paragraph 7 and each of which agreements was effective by its terms from October 1, 1971, to February 13, 1973.

9. (a) At all times material herein, the Association, through its employer-members, and American, Columbia and National, employed, and presently employ, persons in the classifications set forth below, which persons were, and are, also members of Respondent in good standing, and such persons at all times material herein have been, and are now, supervisors of their respective employers within the meaning of Section 2(11) of the Act, and are representatives or potential and likely representatives for their respective employers for the purposes, among others, of collective bargaining or the adjustment of grievances within the meaning of Section 8(b)(1)(B):

Producer

Director

Executive Producer

Associate Producer

Producer Director

Executive Assistant to the Vice President

Research Director

10. (a) Commencing on or about March 4, 1973, and continuing to date, Respondent engaged in, and is now engaging in, a strike against the Association and its member-employers, and has established and is maintaining a picket line at the premises of all struck Association member-employers to protest its dispute with the Association and its member-employers concerning contract negotiations with said Association.

(b) Commencing on or about March 29, 1973, and continuing to date, Respondent engaged in and is now engaging in, strikes against American, Columbia and National, and has established and is maintaining a picket line at the premises of each said struck employer to protest its dispute with each said employer concerning contract negotiations with each said employer for a new agreement to replace the terminated Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 - Networks.

(c) Commencing on or about April 12, 1973, and continuing to date, Respondent engaged in, and is engaging in, strikes against American, Columbia and National and has established and maintained a picket line at the premises of each said struck employer to protest its dispute with each said employer concerning contract negotiations with each said employer for a new agreement to replace the expired 1971 Writers Guild of America Television Freelance Minimum Basic Agreement.

11. In late February 1973, the exact date presently unknown, Respondent prepared, published and distributed Rules for the Conduct of Members During a Strike, which rules are attached hereto and designated as Exhibit I and made a part hereof, to all its members, including those members occupying the positions designated in paragraph 9 above.

12. In February 1973, the exact date presently unknown, Respondent held a meeting attended by a number of members occupying the positions designated in paragraph 9 above, at which meeting Respondent, by Michael Franklin announced that the strike rules applied to all members.

13. (a) Commencing on or about March 13, 1973, Respondent, through its agent Alan Griffiths, by telegram, threatened to discipline various of its members occupying positions described in paragraph 9 above if they continued to cross the picket line and work for their respective employer in any capacity.

(b) Commencing on or about March 5, 1973, Respondent, through its agents, Carey Wilber, Alan Griffiths and Patty (last name unknown), and by others presently unknown, by telephone, threatened numerous members occupying the positions set forth in paragraph 9 above with fines and other disciplinary action if they continued to cross the picket line to perform work in any capacity for their respective employer.

14. By the acts and conduct described above in paragraphs 11, 12 and 13, and by each of said acts and conduct, in the circumstances described above in paragraphs 9 and 10, Respondent did restrain and coerce, and is now restraining and coercing, the Association and its member-employers and American, Columbia and National in the selection and retention of their representatives for the purpose of collective bargaining or the adjustment of grievances, and Respondent did thereby engage in, and is now engaging in, unfair labor practices within the meaning of Section 8(b)(1)(B) of the Act.

15. The acts and conduct of Respondent described above in paragraphs 11 through 14, occurring in connection with the operations of the Association and its member-employers, and American, Columbia and National, described in paragraphs 2 through 4 above, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and have led, and tend to lead, to labor disputes burdening and obstructing commerce and the free flow of commerce.

16. The acts and conduct of Respondent described above constitute unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(B) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 15th day of May 1973, at 10 a.m. PDT, 12th Floor, Federal Building, 11000 Wilshire Boulevard, Los Angeles, California, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Consolidated Complaint, at which time and place you will have the right to appear in person or otherwise, and give testimony. Form NLRB-4668, Summary of Standard Procedures in Formal Hearings Held Before the National Labor

Relations Board in Unfair Labor Practice Cases as Taken from the Board's Published Rules and Regulations and Statements of Procedure is attached.

You are further notified that pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, Respondent shall file with the Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four copies of an answer to said Consolidated Complaint within 10 days from the service thereof and that unless it does so all of the allegations in the Consolidated Complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Los Angeles, California, this 18th day of April 1973.

Abraham Siegel, Regional Director
National Labor Relations Board
Region 31
12th Floor, Federal Building
11000 Wilshire Boulevard
Los Angeles, CA 90024

WRITERS GUILD OF AMERICA WEST, INC.

February 20, 1973

[illegible] OF A STRUCK [illegible]

1. Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way undermine its effectiveness is per se conduct prejudicial to the welfare of the Guild.

2. Writing for any struck producer so designated in a restraining order is prohibited. The term producer includes any employer or potential employer, whether studio, individual, production company network or any representative or subsidiary or associate thereof.

3. Writing for a struck producer is prohibited even though the member be employed by or under assignment to the said producer at the time the strike is called, regardless of the capacity in which the member is employed.

4. Writing for a struck producer will cease immediately upon the calling of the strike, regardless of the extent of the work already completed for said producer as the result of employment commenced prior to the date of the strike.

5. The prohibition against writing for a struck producer obtains regardless of the place at which writing might be done, i.e., whether on or off the premises of the producer.

6. No delivery of literary material shall be made to a struck producer regardless of when it was written, solicited, contracted or paid for.

7. The submission of literary material to a struck producer is prohibited even though neither negotiation for nor consummation of a sale is contemplated until after settlement of the strike.

8. Members shall file with the Guild copies of all literary material completed for and delivered to a struck producer as of the calling of the strike in order that they may be on record with evidence to substantiate their timely work stoppage in the event this matter comes into issue.

9. Immediately upon the calling of a strike members are to inform their agents or any other representatives of all the Guild's strike rules and revoke or suspend as to a struck producer any authorization for representation, either for the sale of material or for services for the duration of the strike.

10. Immediately upon the calling of a strike each member must serve written notice upon each struck producer who may at that time have in his possession any literary material owned by the member. A copy of such notice is to be sent to the Guild. Notice shall be in the following form:

"I hereby demand that you promptly return to me the following named literary material currently in your possession and owned by me:

(Title of Material)

(Signature)

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EXHIBIT "A" 12

12. Members are prohibited from engaging in any conference, negotiations, discussions or meeting of any kind, whether in person, by telephone or through the mail, or through an agent or other representative, with any struck producer, his employees, associates, subsidiaries and/or representatives regarding the sale of any literary material or any contract for writing services even though the effective date of such proposed agreement be scheduled for a time after the settlement of the strike.

13. All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.

14. Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

15. Members may not accept from a struck producer for reading, perusal, study or any other purpose any sample script, format, presentation or literary material of any nature which might have any actual or potential connection with future employment of said members as writers or otherwise even though such services are to be begin after the conclusion of the strike.

16. The use of a fictitious name of any kind as a means of circumventing strike rules and regulations is prohibited whether or not it be registered with the Guild.

17. The commencement of an assignment for a struck producer or the sale of literary material to a struck producer so soon after the settlement of a strike as fairly to give rise to the inference that negotiations for same have been conducted during the course of the strike shall be cause for investigation and is disciplinable, if evidence supports such inference.

18. The acts of any agent or other representative acting on behalf of a member will be imputed to the member in the absence of satisfactory evidence to the contrary.

19. Any agreement entered into by a member prior to the commencement of a strike but in anticipation thereof for the sale or delivery of literary material not then written but to be delivered after the settlement of the strike is forbidden.

20. A member may not, during the course of a strike, conduct negotiations with a struck producer for financing the production of any of his literary material or scripts, or for his participation in such production in any capacity.

21. Every member has the duty of reporting to the Guild the name of any agent or producer or person or entity affiliated with the production, administration or management of a struck producer or company who, in disregard of any existing strike, solicits material from, or the employment of such member of any other member, or otherwise seeks to entice a member into violating the strike rules or regulations.

22. No member, his good intentions granted, may negotiate or seek to negotiate with any struck producer the settlement of a strike or any phase thereof.

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22. A member is chargeable with knowledge of all strike rules and regulations, of any strike information or development circulated through the mail to his membership and of any strike information made known to the entertainment industry through any recognized form of communication such as trade papers, newspapers, radio broadcasts or telecasts, etc., unless he offers satisfactory evidence that it was impossible for him to receive such strike information.

23. Writers who are not members of the Guild, but who are reasonably chargeable with knowledge that the Guild is on strike or anticipates striking certain producers, who nevertheless write for or sell literary material to struck producers, or who in any way act to defeat the best interests of the Guild during a strike, will be excluded from membership in the organization.

24. All members, regardless of the capacity in which they are working, are bound by all strike rules and regulations in the same manner and to the same extent as members who confine their efforts solely to writing.

25. A member may not, during a strike, attempt to solicit or negotiate in behalf of a struck producer for the services of a writer, whether a member or not, or for the purchase of literary material, whether or not written by a member.

26. The term "member" encompasses anyone admitted to the membership rolls of the Writers Guild of America, both West and East, and classified as either active or inactive, associate, withdrawn or suspended, whether in good standing or bad.

*27. No member may be relieved of the responsibility for the payment of any fine, or from any disciplinary action resulting from any infraction of strike rules by offering his resignation from the Guild. Membership in any guild or union is not a voluntary association of parties but a binding contract between them which cannot be abrogated unilaterally by either party except under provisions of the Guild constitution or state or federal law. It should be noted that fines levied for infringement of strike rules are collectable in a suit at law.

28. The Guild shall have authority to assign and direct members in the performance of duties relating to the strike including, but not limited to, picket duty. Any member found guilty of refusal to perform picket duty shall be fined not less than $100 per day for each day of such refusal to perform.

29. The following is excerpted from Article X, Paragraph A of the Guild Constitution and By-Laws:

"Any member of the Guild who shall be found guilty, after a hearing conducted in accordance with the procedures herein prescribed, of any act or failure to act, or any conduct which is prejudicial to the welfare of the Guild, or any of its branches...or of failing to observe the Constitution and By-Laws of this Guild or any lawful order of the Council or of a Branch Board...may be suspended, declared not in good standing, expelled from membership in the Guild, be asked to resign or in lieu thereof, or in addition thereto, he may be censured, fined or otherwise disciplined."

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10. No member shall deal with any individual, including a writer-executive who has been suspended from membership by reason of his violation of union rules, or who has been declared by the Council to have violated strike rules, in the event no disciplinary action has instituted against such person.

11. Enforcement of these rules may be determined by such committee or committees as the Council may designate.

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FORM NLRB-4338
(4-71)

NATIONAL LABOR RELATIONS BOARD

NOTICE

Case No. 31-CB-1203-2
31-CB-1223

The issuance of th notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

(1) The request must be in writing. An original and two copies must be served on the Regional Director;

(2) Grounds therefor must be set forth *in detail;*

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties *(listed below)*, and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Writers Guild of America West, Inc.
8955 Beverly Boulevard
Los Angeles, CA 90048

Charles K. Hackler, Esquire
Gerald Goldman, Esquire
Levy, Van Bourg & Hackler
3550 Wilshire Boulevard
Los Angeles, CA 90010

Association of Motion Picture and
Television Producers, Inc.
8480 Beverly Boulevard
Los Angeles, CA 90048

David G. Miller, Esquire
Loeb and Loeb
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Los Angeles, CA 90017

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Mitchell, Silberberg & Knupp
1800 Century Park East
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Columbia Broadcasting System, Inc.
Television City
7800 Beverly Boulevard
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American Broadcasting Companies, Inc.
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National Broadcasting Company, Inc.
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O'Melveny & Myers
611 West 6th Street
Los Angeles, CA 90017

GPO 910.133

FORM NLRB-4668
(9-72)

(C CASES)

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED

The hearing will be conducted by an Administrative Law Judge of the National Labor Relations Board. He will preside at the hearing as an independent, impartial trier of the facts and the law and his decision in due time will be served on the parties. His headquarters are either in Washington, D.C. or San Francisco, California.

At the date, hour, and place for which the hearing is set, the Administrative Law Judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to assure that the issues are sharp and clear-cut; or he may, on his own initiative, conduct such a conference. He will preside at any such conference, but he may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record -- for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the Administrative Law Judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or to make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the Administrative Law Judge for his approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the Administrative Law Judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the Administrative Law Judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The Administrative Law Judge will allow an automatic exception to all adverse rulings, and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies shall also be supplied to other parties. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy before the close of hearing. In the event such copy is not submitte and the filing thereof has not for good reason shown been waived by the Administrative Law Judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. In the absence of a request, the Administrative Law Judge may himself ask for oral argument, if at the close of the hearing he believes that such argument would be beneficial to his understanding of the contentions of the parties and the factual issues involved.

Any party shall also be entitled upon request made before the close of the hearing, to file a brief or proposed findings and conclusions, or both, with the Administrative Law Judge who will fix the time for such filing.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the Administrative Law Judge will be considered unless received by the Chief Administrative Law Judge in Washington, D. C. (or in cases under the San Francisco, California branch office of the Division of Judges, the Associate Chief Administrative Law Judge in charge of such office) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously upon all other parties, and proof of such service furnished to the Chief Administrative Law Judge or Associate Chief Administrative Law Judge as the case may be. All briefs or proposed findings filed with the Administrative Law Judge must be submitted in triplicate, and may be in typewritten, printed, or mimeographed form, with service upon the other parties.

In due course the Administrative Law Judge will prepare and file with the Board his decision in this proceeding, and will cause a copy thereof to be served upon each of the parties. Upon filing of the said decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, upon all parties. At that point, the Administrative Law Judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the Administrative Law Judge's Decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, Series 8, as amended, particularly in Section 102.46, and following sections. A summary of the more pertinent of these provisions will be served upon the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the Act reduce government expenditures and promote amity in labor relations. Upon request, the Administrative Law Judge will afford reasonable opportunity during the hearing for discussions between the parties if adjustment appears possible, and may himself suggest it.

GPO 937-423

WRITERS GUILD OF AMERICA

1970

THEATRICAL AND TELEVISION FILM BASIC AGREEMENT

8955 BEVERLY BLVD.
LOS ANGELES, CA. 90048

1212 AVENUE OF THE AMERICAS
NEW YORK, N.Y. 10036

200

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1970
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TE[EVISION FILM
BASIC AGREEMENT

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WRITERS GUILD OF AMERICA THEATRICAL AND TELEVISION FILM BASIC AGREEMENT OF 1970

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WRITERS GUILD OF AMERICA THEATRICAL AND TELEVISION FILM BASIC AGREEMENT OF 1970

This agreement hereinafter referred to as "Writers Guild of America Theatrical and Television Film Basic Agreement of 1970", (herein the "Basic Agreement") executed as of the sixteenth day of June, 1970, by and between Writers Guild of America, west, Inc., and Writers Guild of America, east, Inc. (hereinafter referred to as the "Guild"), and the following producing member companies of the Association of Motion Picture and Television Producers, Inc.:

AARON SPELLING PRODUCTIONS, INC.
THE ALPHA CORPORATION
AMERICAN INTERNATIONAL PRODUCTIONS, A CALIFORNIA CORPORATION
ARTANIS PRODUCTIONS, INC.
AUBREY SCHENCK ENTERPRISES, INC.
BING CROSBY PRODUCTIONS, INC.
BRIEN PRODUCTIONS, INC.
BRISTOL PRODUCTIONS, INC.
CHARLESTON ENTERPRISES CORPORATION
CRISLAW PRODUCTIONS, INC.
COLUMBIA PICTURES INDUSTRIES, INC.
DAISY PRODUCTIONS, INC.
DANNY THOMAS PRODUCTIONS
EDPROD PICTURES, INC.
FILMWAYS, INC.
FORMOSA PRODUCTIONS, INC.
FOUR STAR INTERNATIONAL, INC.
FRANK ROSS PRODUCTIONS
GEOFFREY PRODUCTIONS, INC.
GIBRALTAR PRODUCTIONS, INC.
HAROLD HECHT COMPANY (LOS ANGELES)
HERBERT LEONARD ENTERPRISES, INC.
JACK CHERTOK TELEVISION, INC.
THE KAPPA CORPORATION
LAWRENCE TURMAN, INC.
LEONARD FILMS, INC.
LEVY-GARDNER-LAVEN PRODUCTIONS, INC.
LUCILLE BALL PRODUCTIONS, INC.
MAX E. YOUNGSTEIN ENTERPRISES, INC.
METEOR FILMS, INC.
METRO-GOLDWYN-MAYER INC.
METROMEDIA PRODUCERS CORPORATION
MILLFIELD PRODUCTIONS, INC.
MIRISCH FILMS, INC.
MIRISCH PRODUCTIONS, INC.
MIRISCH T.V., INC.
MOTION PICTURES INTERNATIONAL, INC.
NGC TELEVISION INC.
NORLAN PRODUCTIONS, INC.
OAKMONT PRODUCTIONS, INC.
PARAMOUNT PICTURES CORPORATION
PAX ENTERPRISES, INC.
PAX FILMS, INC.
RAINBOW PRODUCTIONS, INC.
RASTAR ENTERPRISES, INC.
RASTAR PRODUCTIONS, INC.
RFB ENTERPRISES, INC.
R.F.D. PRODUCTIONS
ROBERT B. RADNITZ PRODUCTIONS, LTD.
SHELDON LEONARD PRODUCTIONS
SID AND MARTY KROFFT TELEVISION PRODUCTIONS, INC.
THE STANLEY KRAMER CORPORATION
STUART MILLAR PRODUCTIONS, INC.
SUMMIT FILMS, INC.
T & L PRODUCTIONS, INC.
TANDEM PRODUCTIONS, INC.
THOMAS/SPELLING PRODUCTIONS
TWENTIETH CENTURY-FOX FILM CORP.
UNIVERSAL CITY STUDIOS, INC.
WALT DISNEY PRODUCTIONS
WARNER BROS. INC.
WOLPER PICTURES, LTD.
WRATHER CORPORATION

(Each hereinafter referred to as the "Company" and collectively as the "Companies"). In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

The provisions of this Basic Agreement shall be designated as follows:

(i) General provisions (herein designated "General") applicable to both theatrical employment and purchases and to television employment and purchases, and

(ii) Provisions (herein designated "Television") applicable to television employment and purchases only, and

(iii) Provisions (herein designated "Theatrical") applicable to theatrical employment and purchases only.

Article 1 Definitions

The following terms or words used herein shall have the following meaning:

A. GENERAL

1. The term "television motion picture" (sometimes referred to in this Basic Agreement as "television film") means the entertainment portion of motion pictures, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras or devices or any combination of the foregoing or any other means, methods or devices, now used or which may hereafter be adopted for the recordation of motion pictures produced primarily for exhibition by free television, excepting for the purpose of this Basic Agreement, kinescopes of live television broadcasts.

2. The term "theatrical motion picture" means motion pictures and photoplays, whether made on or by film, tape or otherwise and whether produced by means of motion picture cameras, electronic cameras, or devices or any combination of the foregoing or any other means, methods or devices now used or which may be hereafter adopted other than those motion pictures produced primarily for exhibition by free television.

3. The term "free television" means any method of exhibition by television of visual images but excluding "pay television".

4. The term "pay television" means a method of exhibition by television of a motion picture where a charge is paid by or assessed to or collected from the viewing audience, including subscription, telemeter or any other method whereby a charge is paid by the viewing audience for the right to view such motion picture.

5. The term "literary material" shall be deemed to include stories, adaptations, treatments, original treatment, scenarios, continuities, teleplays, screenplays, dialogue, scripts, sketches, plot, outlines, narrative synopses, routines, narrations and formats for use in the production of television film.

6. The term "radio rights" means the right to broadcast by radio for aural reception only and unaccompanied by any recordation, transmission or broadcast intended for visual reception.

7. "Week-to-Week Employment". Employment of a writer on a week-to-week basis is employment which, except for such restrictions as may herein elsewhere be contained, may be terminated by the Company or writer at any time.

8. The term "public domain" refers to literary material which is not subject to copyright protection in the United States.

9. A "member of the Guild in good standing" is defined as a member of the Guild who has tendered the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.

10. The term "writer" shall not be deemed to include any corporate or impersonal purveyor of literary material or rights therein.

11. Other than as provided in Article 14 hereof, this Basic Agreement shall not nor is it intended to cover the employment of Producers, Directors, Story Supervisors, Composers, Lyricists, or other persons employed in a bona fide non-writing capacity except to the extent that such employment consists of writing services covered under this Article 1, section B1(a)(2) and section C,1(a)(3), nor the employment of Story Analysts, at any time prior to the expiration of this Basic Agreement, in the synopsizing of literary material, as referred to in subparagraph 1(f) of the wage scales and working conditions of the current agreement between "Producer and I.A.T.S.E. & M.P.M.O. and Local #854 thereof."

12. It is understood that this Basic Agreement shall not, nor is it intended to cover (except as provided in Article 3 and 6) contracts solely for purchase of stories, or any person who writes, whether under an optional contract or otherwise on an independent contractor basis.

13. Other terms not expressly defined in this Basic Agreement are used in their present commonly understood meaning in the Motion Picture Industry in the State of California.

B. THEATRICAL

1. Writer and Professional Writer.

a. A "writer" is a person who is:

(1) Employed by the Company to write literary material as defined herein, where the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein;

(2) employed by Company, who performs services (at Company's direction or with its consent) in writing or preparing such literary material or making revisions, modifications, or changes in such literary material regardless of whether such services are described or required in his contract of employment; provided, however that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), Composers, Lyricists, or other employees, shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:

(a) Cutting for time
(b) Bridging material necessitated by cutting for time
(c) Changes in technical or stage directions
(d) Assignment of lines to other existing characters occasioned by cast changes
(e) Changes necessary to obtain continuity acceptance or legal clearance
(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
(g) Such changes in the course of production as are made necessary by unforseen contingencies (e.g., the elements, accidents to performers, etc.)
(h) Instructions, directions, or suggestions, whether oral or written, made to writer regarding story or teleplay

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two screen credits for story or screenplay or both, as determined pursuant to the Theatrical Schedule A of this Basic Agreement, or Schedule A of prior Theatrical basic agreements, within a period of ten years (or has not received at least one of such credits within a period of five years) immediately prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a motion picture and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In addition to the foregoing, in the case of a person who at the time he performs services has received at least two such screen credits within such ten-year period (and with at least one of such credits within such five-year period) immediately prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a motion picture, and whose employment does not include the requirement that he perform writing services, then, if such person shall perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

In addition to the foregoing, in the case of a person who at the time he performs services is employed solely in the capacity of the director of a motion picture, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services, make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In any event, if any producer or director shall receive screen credit pursuant to the provisions of the Theatrical Schedule A attached hereto or is determined by a Guild credit arbitration committee to be entitled to such credit pursuant to such Schedule A and the Guild's credit rules relating to the quantity and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6 A 9. hereof shall apply with respect to such person.

With respect to a person employed solely as a producer-director, on the motion pictures which he directs the director paragraph above shall apply and on the motion pictures which he does not direct, the producer paragraphs above shall apply.

As used above, "producer" shall also include the bona fide executive producer of said motion picture if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during 1966: William Conrad, Ross Hunter, Samuel Arkoff, James H. Nicholson.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during 1966: Walt Disney, Robert Weitman, Walter MacEwen, M.J. Frankovich and Arthur Kramer shall be covered by any provisions of this Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of the Theatrical Schedule A of this Basic Agreement or is determined by a Guild credit arbitration committee to be entitled to such credit pursuant to such Schedule A and the Guild's credit rules relating to the quantity and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6A 9. of this Basic Agreement shall apply with respect to such person.

b. A "professional writer" hereunder is a person who on or after June 16, 1970, sells or licenses to the Company the ownership of or rights to use literary material written by such writer, for use in the production of a motion picture, which literary material had not prior to such sale or license been published or exploited in any manner or by any medium whatever, and who at such time:

(1) Has had at least twenty-six (26) weeks of actual employment in the United States as a writer under an employment agreement or agreements in the motion picture industry; or

(2) Has received a screenplay credit on a photoplay the cost of which is Five Hundred Thousand Dollars ($500,000) or more; or

(3) Has received screenplay credit on two photoplays regardless of cost; or

(4) Has received teleplay credit on two (2) ninety (90) minute, or four (4) sixty (60) minute, or eight (8) thirty (30) minute filmed television programs.

The Company may rely on the statement of the writer with respect to whether or not the material had theretofore been published or otherwise exploited.

It is understood that the employment of the writer need not be consecutive for the purpose of b.(1) above. The cost of a photoplay, for the purpose of b. (2) above, shall be the estimated budgeted cost thereof upon the date of commencement of principal photography.

2. The term "treatment" means an adaptation of a story, book, play or other literary, dramatic or dramatico-musical material for motion picture purposes in form suitable for use as the basis of a screenplay. The term "original treatment" means an original story written for motion picture purposes in a form suitable for use as the basis of a screenplay.

3. The term "screenplay" means the final script with individual scenes, full dialogue and camera setups.

4. The term "first draft screenplay" means a first complete draft of any script in continuity form including full dialogue.

5. The term "story" means a literary or dramatic material indicating the characterization of the principal characters and containing sequences and action suitable for use in, or representing a substantial contribution to, a final script.

6. "Shorts" or "short subjects" for the purposes of this Basic Agreement, are defined as motion pictures which when released are 3,600 linear feet or less in length, other than motion pictures known as cartoons, newsreels, trailers, travelogues, commercials or news and sports commentaries and motion pictures intended primarily for exhibition by free television, if such motion pictures are originally made and originally distributed as such.

7. "Rewrite" as used herein means the writing of significant changes in the plot of, story line of, or interrelationship of characters in a screenplay, submitted by the Company to a writer for the purpose of making such changes.

8. Merchandising Rights - The term "merchandising rights" means the right to manufacture and to sell or otherwise dispose of any object or thing first described in literary material written by the writer pursuant to an employment agreement, subject to this Basic Agreement, entered into on or after June 16, 1970, or acquired from a professional writer; provided such object or thing is fully described in such literary material and by such description appears to be unique and original.

The writer shall have no merchandising rights. However, if the Company exploits the merchandising rights (as defined above) in any such literary material, company shall pay to such writer an amount equal to five per cent (5%) of absolute gross (that is, monies remitted by the manufacturer on account of the exploitation of the subject merchandising rights). The provisions of this subsection 8 are also applicable to a writer who is not entitled to Separation of Rights.

Article 1 Definitions

C. TELEVISION

1. Writer and Professional Writer

a. A "writer" is a person:

(1) Whom the Company has engaged to write "literary material" as hereinabove defined, where the Company has the right by contract to direct the performance of personal services in writing or preparing the literary material or in making revisions, modifications or changes; or

(2) As to whom the Company has by contract the right to direct the performance of personal services in making revisions, modifications or changes in "literary material."

(3) Employed by Company, who performed services (at Company's direction or with its consent) in writing or preparing literary material or making revisions, modifications, or changes in literary material regardless of whether such services are described or required in his contract of employment; provided, however, that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), Composers, Lyricists, or other employees shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:

(a) Cutting for time
(b) Bridging material necessitated by cutting for time
(c) Changes in technical or stage directions
(d) Assignment of lines to other existing characters occasioned by cast changes
(e) Changes necessary to obtain continuity acceptance or legal clearance
(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
(g) Such changes in the course of production as are made necessary by unforeseen contingencies (e.g., the elements, accidents to performers, etc.)
(h) Instructions, directions or suggestions, whether oral or written, made to writer regarding story or teleplay

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two or more screen credits for story or teleplay or both, as determined pursuant to the Television Schedule A of this Basic Agreement, or Schedule A of the previous Television basic agreements, within a period of five years prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a specific television program, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing

services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In addition to the foregoing, in the case of a person who at the time he performs services has received at least two or more such television screen credits within such five-year period prior to the rendition of such services, and who is employed solely in the capacity of a bona fide producer of a specific television program, and whose employment does not include the requirement that he perform writing services in addition to those described in (a) through (h) above, such services by such person shall be subject to this Basic Agreement.

As used above, "bona fide producer of a specific television program" shall also include the bona fide executive producer of said program if such executive producer is of the same industry stature and has responsibilities and functions similar to those held or exercised by the following executive producers during the 1965-66 broadcast season: Norman Felton, Harry Ackerman, Paul Monash.

With respect to signatory Companies, no services of any kind of any executive of the same industry stature and with responsibilities and functions similar to those held by or exercised by the following executives during the 1965-66 broadcast season: Walt Disney, William Orr, Jackie Cooper, Jennings Lang, William Self, Robert Weitman, and Alan Courtney, shall be covered by any provisions of this Basic Agreement, except that if any such executive shall receive screen credit pursuant to the provisions of the Television Schedule A of this Basic Agreement or is determined by a Guild arbitration committee to be entitled to such credit pursuant to such Schedule A and the Guild's credit rules relating to the quantity and quality of the contribution necessary for such credit in effect on the effective date of this Basic Agreement then the provisions of Article 6, subsection 9 shall apply with respect to such person.

In addition to the foregoing, in the case of a person who at the time he performs services is employed solely in the capacity of the director of a specific television program, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

In any event, if any producer or director shall receive screen credit pursuant to the provisions of Schedule A attached hereto or is determined by a Guild credit arbitration committee to be entitled to such credit pursuant to the Television Schedule A and the Guild's credit rules relating to the quantity and qaulity of the contribution necessary for such credit in effect on the effective date of this Basic Agreement, then the provisions of Article 6, subsection 9 shall apply with respect to such person.

With respect to a person not employed as a writer but employed as a producer-director, he shall be deemed to be a director as to shows which he directs and is a producer as to shows which he does not direct.

b. A "professional writer" means any person who has (a) received employment for a total of 13 weeks as a television, motion picture or radio writer, or (b) has received credit for three original stories or one teleplay for a program one-half hour or more in length in the field of live or filmed television, or (c) has received credit for three radio scripts for radio programs one-half hour or more in length, or (d) has received credit for one screenplay for a feature length motion picture or three shorts, or (e) has received credit for one professionally produced play on the legitimate stage or one published novel.

2. The term "teleplay" means the final script with individual scenes, full dialogue or monologue (including narration in connection therewith), and camera setups if required; provided, however, that if the Company desires any script to consist in part of suggested or indicated dialogue (so that an actor portraying a role may extemporize therefrom) such suggested or indicated dialogue shall be deemed to satisfy the requirement of "full dialogue or monologue".

3. The term "first draft teleplay" means a first complete draft of any script in continuity form including the full dialogue.

4. The term "story" means a story indicating the characterization of the principal characters and containing sequences and action suitable for use in or representing a substantial contribution to a final script; provided, however, that the writer shall not be obligated to insert dialogue therein (except to the extent necessary to show characterization) or to prepare the story in the form of a step outline.

5. A "national radio network broadcast" means a broadcast carried simultaneously by a station or stations in excess of the stations comprising a regional radio network. A "regional radio network" means a network maintained by a network company for regional coverage as distinguished from national or transcontinental coverage.

6. The term "dramatic rights" means the right of presentation in dramatic form on the speaking stage with living actors appearing and performing in the immediate presence of an audience, without any recordation, transmission, or broadcast thereof intended for aural or visual reception at places away from the place of performance; except that the dramatic rights shall include the right to broadcast directly by television such live presentation without any kinescope or other recording thereof, subject to restriction concerning the time when such broadcasts may be made as hereinafter provided.

7. The term "publication rights" means the right to publication of the work in book form or in magazine or periodical form, including serial publication.

8. "Sequel rights" means the right to use the leading character or characters of a work participating in a substantially different story in an "episodic series" or "serial" type filmed television program or radio program.

9. The term "single unit" means a filmed television program intended for broadcast as a single show, broadcast or program, and not as a part of a unit series or episodic series.

10. The term "unit series" means a series of films each of which contains a separate complete story, without a character or characters common to each of the films in the series but held together by the same title, trade name or mark or identifying device or personality common to all the films in the series.

11. "Episodic Series" means a series of films each of which contains a separate complete story with a character or characters common to each of the films in the series, provided, however, that such series shall still remain an episodic series even though a two- three- four- or five- multi- part story is utilized in the series.

With regard to "literary material" for an "episodic series," extricable material shall consist of the plot of such material, and such original characters and characterizations which are distinctive and identifiable and which are the sole original creation of the writer, but shall not include the names of the characters.

12. The term "serial" means a series of films in which generally the same characters carry on a continuing narrative.

13. The term "established serial or episodic series" means a serial or episodic series based upon material that has been published or exploited in any manner or by any medium whatsoever, or based upon a story in the public domain or owned by the Company.

14. Merchandising Rights:

a. The term "merchandising rights" with regard to any established episodic series or serial, means the right to manufacture and to sell or otherwise dispose of any object or thing first described in literary material written by the writer, provided such object or thing is fully described therein and by such description appears to be unique and original.

b. With regard to writers entitled to separation of rights, merchandising rights shall mean the exclusive right to grant to manufacturers or others the right to refer, in conjunction with the marketing or exploitation of objects or things, to the series in which the writer's separation of rights exists or to characters of such series, but such objects or things shall not include:

(1) The television film itself or any part of the television film;

(2) Music composed for or identified with such series or with any episode of such series, including any form of exploitation of music, such as records or publishing;

(3) Objects or things furnished by a manufacturer or other person or company for use in or in connection with such series or any episode of such series, where the Company receives no revenue from the marketing of such objects or things (for example, a motorcycle manufacturer furnishes motorcycles to the Company for

photography in a series dealing with motorcyclists in exchange for the right granted to the manufacturer to refer to the series or to characters of the series in conjunction with the marketing and exploitation of its motorcycles);

(4) Objects or things manufactured or sold by any sponsor of such series, where the right to refer to such series or characters of such series in conjunction with the marketing of such objects or things is obtained by the sponsor as part of the initial agreement for the sponsorship of the series, and the Company receives no revenue from the marketing of such objects or things (as distinguished from the revenue received by the Company for the series itself); but the sponsor referred to in this subparagraph (4) refers to the overall sponsor or sponsors of the series, as distinguished from the companies advertising in "spot" commercials.

(5) Objects or things which, in the reasonable judgment of the Company, it would be harmful to the Company, network, sponsor or series to identify with such series or with characters of such series.

To effectuate the purposes of the foregoing provisions the writer shall, prior to granting any license hereunder, notify the Company in writing of the proposed license and the object or thing which is to be the subject of the license, at least ten business days before granting the license, so as to give the Company the opportunity to give appropriate notice to the writer. If the Company notifies the writer that any proposed license is in violation of any of the foregoing provisions of this subsection 14., the Company shall concurrently send a copy of such notice to the Guild. Within one business day after receipt of such notice the Guild may submit the dispute to arbitration, for which purpose the "quick arbitration" provisions of subsection 26 of Schedule A (Theatrical Credits) shall be used (but for this purpose a special panel of arbitrators shall be selected by the parties as promptly as possible following the execution of this agreement). With respect to subparagraph (5), the arbitrators' authority shall be limited to deciding whether the Company's judgment was reasonable. The reserved merchandising rights do not include the right to use or license the use of:

(i) The name or likeness of any person;

(ii) Any proper name, trade-mark, service mark, trade name, or literary or artistic character (except public domain characters) existing and first exploited independently of such series.

The Company does not warrant or represent that it has or will have the right to use the title of the series or of any episode of the series in merchandising deals. In the event that a writer of a particular episode is entitled to a merchandising rights payment, the amount due such individual shall be deducted from the merchandising rights payment which would otherwise be due the writer entitled to separation of rights in the series. The definition of "merchandising rights" as it applies to writers entitled to separation of rights shall be without prejudice to the respective positions of the parties hereto as to the meaning of the term in previous collective bargaining agreements.

15. A "sketch" as used herein shall mean a self-contained dramatic unit having a plot and constituting 50% or less of the entertainment portion of a comedy-variety program and a "routine" as used herein shall mean a self-contained dramatic unit constituting 50% or less of the entertainment portion of a comedy-variety program; provided that such sketch or routine is either (a) an adaptation of material previously used in television or any other medium; or (b) original and written to fit the special talents and personality of the particular actor or actors in the film involved.

16. The term "simulcast" means the broadcast of a single performance of a program by radio and television, whether or not the radio and television broadcasts are made at the same time, provided that the original broadcasts by radio and television take place within twenty-one days of each other.

17. Whenever the term "comedy-variety program" or "variety program" is used herein, it shall be deemed to include quiz or audience participation programs except with respect to the provisions fixing applicable minimum compensation. The term "quiz or audience participation program" means a program based on the participation by individuals in quizzes or stunts or where the moderator or master of ceremonies conducts interviews. Writers of variety and audience participation programs shall be deemed included under all the provisions of this Basic Agreement, the same as writers of dramatic programs, despite the fact that only "story" and "teleplay" are hereinafter referred to.

18. The term "weekly unit of television films" means the number of television films of a particular series of variety (including comedy-variety), quiz or audience participation programs prepared by the same writer or writers for initial broadcast within one week.

19. The term "format" means a written presentation which sets forth the framework of the serial or episodic series within which the central running characters will operate and which framework is intended to be repeated in each episode, the setting, theme, premise or general story line or the proposed serial or episodic series and the central running characters which are distinct and identifiable including detailed characterizations and the interplay of such characters. It may also include one or more suggested story lines for individual episodes.

20. The term "narration" means material used (typically off camera) to explain or relate sequences or action (excluding promo's or trailers).

Article 2 Term and Effective Date of Agreement

A. GENERAL

1. The term of this Basic Agreement shall commence on June 16, 1970 and shall continue to and including June 15, 1973.

2. With respect to all employment agreements with writers in effect on June 16, 1970 the terms of this Basic Agreement relating to minimum compensation and to rights in material shall apply only to services performed and literary material written under such employment contracts where the date of actual employment (i.e., the commitment date) was on or after June 16, 1970, except as specifically otherwise provided herein in Article 2, Section B or Section C.

3. With respect to literary material acquired from professional writers (as described herein) the terms of this Basic Agreement relating to minimum compensation and rights in material shall apply only to unpublished and unexploited literary material acquired from such professional writers on or after June 16, 1970.

4. Company or Guild may by written notice to the other served not earlier than ninety (90) days prior to the expiration date of this Basic Agreement signify its desire to negotiate a new collective bargaining agreement which shall become effective upon a date determined by mutual agreement between the Company and the Guild. Such notice shall set forth in detail the proposals or recommendations of the party serving such notice. If such notice is served, the parties hereto agree to commence negotiations covering the proposals or recommendations set forth therein, and the proposals and recommendations of the party receiving such notice, within thirty (30) days after the receipt of such notice and to continue such negotiations diligently and in good faith, it being understood and agreed that the existing Basic Agreement shall continue in full force and effect until the termination date above provided.

5. Nothing herein contained shall be deemed to modify or affect the terms or conditions of any existing contract which are more favorable to the writer than the terms and conditions of this Basic Agreement.

B. THEATRICAL

1. With respect to all theatrical employment agreements with writers under term or deal contracts which were in effect on June 16, 1970, the new minimum compensations, conditions and Theatrical Schedule "A" as herein contained shall not in any manner be applicable for the period prior to, nor effective until:

(a) in the case of a term contract, the effective date of the exercise of the next option which occurs after June 16, 1970, for the renewal of the employment period, or six (6) months after the effective date of the commencement of the current employment period, whichever is the earlier, but in no event prior to June 16, 1970.

(b) in the case of a deal contract, the effective date of the next step, of such deal contract, which commences after June 16, 1970.

2. Any contractual obligation by Company, in effect on December 12, 1966, to give credit for source material or story, in connection with a photoplay, shall not in any manner be affected by the provisions of the Theatrical Schedule "A" contained herein.

C. TELEVISION

1. With respect to television film employment agreements with writers on a term or week-to-week contract basis in effect on June 16, 1970, the terms of this Basic Agreement relating to rights in material shall apply only to literary material written pursuant to assignments made on or after June 16, 1970.

2. Notwithstanding any other provisions of this Article, the terms of this Basic Agreement relating to rights in material shall not apply to literary material written pursuant to any agreement in effect on June 19, 1960, if the granting or reserving of such rights, as herein provided, would conflict with any contractual obligation of the Company to any third party entered into prior to the effective date of this Basic Agreement; provided that the Company does not have a right to require the removal or elimination of the conflict created by such contractual obligation to the third party.

Article 3 Recognition

A. GENERAL

1. Company each week shall send the Guild a list of the names of writers in the employ of a Company at any time during the preceding week; provided that failure on the part of the Company to furnish any list shall not constitute a default by the Company or a breach of this Basic Agreement unless the Company fails to deliver such list within seven (7) days after receiving from the Guild a written request so to do. An inadvertent failure on the part of the Company to comply with the provisions of this paragraph shall in no event constitute a default by the Company or a breach of this Basic Agreement.

2. In the event the Company borrows the services of a writer from a company controlled by such writer then the Company shall not acquire such writers services on terms less advantageous to the lending company than if the Company had employed an individual to write the material pursuant to the terms of this Basic Agreement.

B. THEATRICAL

1. The Company hereby recognizes the Guild as the exclusive representative for the purpose of collective bargaining for all writers in the motion picture industry.

2. The provisions of this Basic Agreement (other than the provisions of Article 6, Guild Shop; Article 17, Pension Plan, Health and Welfare, and Retiree Plan) to the extent the same are applicable, shall apply to professional writers. The Company each week, shall send the Guild a list of the names of the writers, professional and non-professional, from whom the Company acquired literary material which had not been previously published or exploited in any manner or by any medium, provided that failure on the part of the Company to furnish any such list shall not constitute a default by the Company or a breach of this Basic Agreement unless the Company fails to deliver such list within 48 hours after receiving from the Guild a written request so to do.

C. TELEVISION

1. The Company hereby recognizes the Guild as the exclusive representative for the purpose of collective bargaining of all writers engaged by the Company as employees for the purpose of preparing literary material for entertainment portion of motion pictures produced primarily for exhibition over television.

2. If a professional writer sells or licenses to the Company the ownership of or rights to use literary material written by such writer, for use in the production of television film, then upon condition that such literary material had not prior to such sale or license been published or exploited in any manner or by any medium whatsoever, Company agrees that the provisions of this Basic Agreement (other than the provisions of Article 6 and Article 17) to the extent the same are applicable, shall be effective to determine the rights of such professional writer and the obligations of the Company with respect to such literary material. The Company may rely on the statement of the writer with respect to whether or not the material had theretofore been published or otherwise exploited. The Company each week, shall send the Guild a list of the names of the writers from whom the Company acquired literary material which had not been previously published or exploited in any manner or by any medium, provided that failure on the part of the Company to furnish any such list shall not constitute a default by the Company or a breach of this Basic Agreement unless the Company fails to deliver such list within 48 hours after receiving from the Guild a written request so to do.

Article 4 Parties Bound by This Basic Agreement

A. GENERAL

1. With regard to a partnership signatory, all general partners are personally bound.

2. With regard to any entity which becomes bound by this Basic Agreement by reason of this section, said entity will upon request of the Guild execute necessary documentation, but will be deemed signatory even without doing so.

3. With respect to a theatrical motion picture or a television film covered hereunder which is financed fifty percent or more by Company (or a 50% or more owned subsidiary of Company), Company will obtain a warranty from the actual employer or purchaser that writer was paid all compensation for writing services theretofore due. Upon request of Guild, Company will provide Guild with a certified copy of such warranty provision.

B. THEATRICAL

1. This Basic Agreement shall be binding upon the Company and its subsidiaries in which it has a fifty percent (50%) or more financial interest and all parties who by reason of mergers, consolidations, reorganizations, sale assignment or the like shall succeed to or become entitled to a substantial part of the business of a signatory.

2. With respect to a motion picture produced by an independent producer under a contract with Company for the financing and distribution of such motion picture, if Company gives the Guild notice within ten (10) days following agreement between Company and independent producer with respect to such contract that such motion picture is not covered by this Basic Agreement, then Company shall not be obligated with respect to such picture except as otherwise provided in Article 15. If the Company does not give the Guild such notice, then Company shall be obligated under this Basic Agreement (and no other collective bargaining agreement with the Guild shall be applicable) with respect to such motion picture. The provisions of this subsection 2. apply only to (i) a writer whose employment, had he been employed directly by Company in connection with such motion picture, would have been covered by this Basic Agreement; and (ii) a professional writer where the sale or license of the literary material involved, had it been made directly to Company in connection with the motion picture involved, would have been covered by this Basic Agreement.

3. Company agrees to notify the Guild within seven (7) days after it executes an agreement with any person, firm or corporation (not covered by the provisions of the preceding subsections 1. and 2. of this Article), for the use of its studio for the production of a theatrical motion picture. Company further agrees to notify the Guild within fourteen (14) days after it executes an agreement in the County of Los Angeles, California, with any person, firm or corporation (not covered by the provisions of the preceding subsections 1 and 2 of this Article) for the production, distribution or release of a theatrical motion picture where Company's studio is not used for the production of such picture; such notice to the Guild shall contain the name and address of such person, firm or corporation as well as the name of the person who signed the agreement on behalf of such person, firm or corporation. An inadvertent failure on the part of the Company to comply with the provisions of this paragraph shall in no event constitute a default by the Company or a breach of this Basic Agreement.

C. TELEVISION

1. Company agrees to cause any subsidiary company, owned or controlled by it, which shall hereafter engage in the production of television films, to become a signatory to this Basic Agreement prior to its employment of any writer employed to prepare any material for use in such films.

2. With respect to a television film produced by a non-signatory independent producer under a contract with Company for the financing, production and distribution of such television film, if Company gives the Guild written notice not later than ten (10) days following agreement between Company and independent producer with respect to such contract that such television film is not to be covered by this Basic Agreement, then Company shall not be obligated hereunder with respect to such film.

a. If Company does not give the Guild such notice then Company shall be obligated hereunder with respect to such television film.

b. This provision is subject to Article 5 "Geographical Application."

3. The Company will inform the Guild of loanouts from domestic companies.

Article 5 Geographical Application of this Basic Agreement (GENERAL)

Notwithstanding anything to the contrary contained herein, this Basic Agreement shall apply to writers only in the specific instances set forth below regardless of where the contract of employment or acquisition, as the case may be, is signed:

1. As to a writer or professional writer who lives in the United States, if a deal is made in the United States to employ such writer to render his services or if an acquisition deal is made in the United States with such professional writer, and if at the time such deal is made such writer or professional writer is present in the United States, regardless of where the services are rendered.

2. As to a writer or professional writer who lives in the United States and is transported abroad by Company, if a deal is made to employ such writer to render his services or if an acquisition deal is made with such professional writer while the writer or professional writer is abroad as a result of being so transported.

3. As to an employee whose writing services are required or requested by the Company to be performed and are performed in the United States under the supervision and direction of the Company.

4. "A writer or professional writer who lives in the United States," as such phrase is used in subsections 1. and 2. above, does not include either of the following:

a. A person who lives outside the United States (other than for a temporary visit) even though he may at any given time be temporarily in the United States; or

b. A person who lives outside of the United States (other than for a temporary visit) whether or not he has retained his domicile in the United States.

5. A "deal is made" within the meaning of both 1 and 2 above when agreement is reached by the Company and the writer as to the money terms.

6. In the event the Company borrows a writer (whose employment had he been employed directly by Company would have been covered by this Basic Agreement) from a domestic company which is not a signatory to the Writers Guild of America Theatrical and Television Film Basic Agreement of 1970, then the Company shall within ten (10) days after the execution of the agreement for the borrowing of such writer's services, give the Guild written notice of such arrangement and the name of the lending company.

Article 6 Guild Shop (GENERAL)

1. Except as provided below, in both theatrical and television films each writer employed by Company on the effective date of this Basic Agreement who is then a member of the Guild in good standing shall remain a member in good standing, and each writer so employed who is not a member shall, on or before the thirtieth day following the effective date of this Basic Agreement, become and remain a member of the Guild in good standing. Each writer employed hereunder by Company after the effective date of this Basic Agreement shall not later than the thirtieth day following the beginning of his first employment, as hereinafter defined, in the motion picture and television industry, become and remain a member of the Guild in good standing.

The term "first employment" as referred to above shall mean the first such employment to which the provisions of this Basic Agreement apply as a writer for a motion picture by an employer in the motion picture and television industry, on or after the effective date of this Basic Agreement.

2. The provisions of subsection 1. of this Article 6 shall not apply

a. If a writer is not a member of the Guild in good standing at the time if his employment and although required by the provisions of his employment agreement to do so, fails or refuses to become a member of the Guild in good standing within the 30 days above mentioned, such writer, shall nevertheless be deemed to be a member in good standing, provided the Company on notice thereafter from the Guild shall pay or cause to be paid the initiation fee and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues; provided further that such writer shall be deemed to be a member in good standing for only the period necessary to permit him to complete the performance of his services in connection with the then current assignment. Company may use this exception only once for any particular person.

b. To a writer whom the Company is required to employ as a condition of the sale or license of material, provided that the Company or the writer shall, after notice from the Guild that the writer has not become a member in good standing as required hereunder, pay or cause to be paid to the Guild the initiation fees and dues that the writer would otherwise be required to pay hereunder during such employment, in the manner, within the time, and subject to the provisions of subsection 5. b. hereof relating to the payment of dues.

c. To a writer employed by reason of his intimate or unique knowledge concerning the subject matter of the material. Company may use this exception only once for any particular person.

However, the writers employed by the Company within the above exceptions b and c shall not exceed 10% of the total number of writers in its employ of the Company. For the purpose of such computation, if the Company has in its employ at any time less than ten (10) writers then one of such writers so employed may fall within one of the exceptions mentioned above. Promptly following the employment of any writers claimed by the Company to be within exceptions b or c above, the Company will notify the Guild in writing of the name of the writer employed, the date of the employment agreement and the fact that the Company claims that such writer is an exception hereunder.

For the purpose of such computation a writer who is employed under an exclusive contract by a Company shall be regarded as being employed by the Company at all times during the term of such contract, including periods during which the writer may be on layoff and periods during which such contract may be suspended by reason of illness or default of the writer or otherwise. The writer shall be regarded as continuing in the employ of the Company by which he is employed regardless of the fact that his services may be loaned to another Company.

3. The term dues as used herein shall not include fines or initiation fees.

4. Promptly after request by any person designated by the Company, the Guild will admit such person to membership in the Guild upon terms and conditions not more burdensome to such person than those then applicable to other applicants. Membership shall be effective as of the date of such request. Guild agrees that during the term it will not impose any unreasonable initiation fee as a condition to admission to membership, and agrees that during the term hereof it will not impose upon its members any obligation to pay dues that do not uniformly apply to all members of the Guild.

It is agreed that the Guild shall not close its membership books or otherwise prevent any person who wishes to become or remain a writer from becoming a member of the Guild, but on the contrary (subject to the provisions hereof relating to waivers as to members suspended or expelled) will make available the privileges of membership to any and all writers employed by the Company. The Guild will reinstate or readmit to membership any writer who applies for reinstatement or readmission, after being declared to be not in good standing or after suspension, expulsion, or resignation for any reason whatsoever, provided the writer will apply for such reinstatement or readmission and with such application tender to the Guild unpaid dues permitted by law, and upon such tender the Company may employ or continue to employ such writer. Instead of readmitting or reinstating such writer, the Guild may at its option grant to the Company a waiver as to such writer, in which event, for the purpose of determining the Company's compliance with the provisions of this Article 6, such writers shall not be considered as being employed by the Company.

5. If during any time that a writer is employed by the Company under a contract of employment such writer is or becomes a member of the Guild in good standing and if such writer shall subsequently and before his employment under such contract terminates, cease to be a member of the Guild in good standing then:

a. If such writer has ceased or shall cease to be a member for any reason other than his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member of the Guild in good standing throughout the writer's employment under said contract of employment as the same may be extended or renewed pursuant to any provisions or options therein contained.

b. If he has ceased or shall cease to be a member in good standing by reason of his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member in good standing for a period of fifteen (15) days after written notice, that he has ceased to be a member in good standing for failure to pay dues, from the Guild to such writer and to the Company, and if, prior to the expiration of said fifteen (15) days' period, payment of said dues in fact due and owing and specified in said notice shall be made by the writer or the Company, then, for the purposes of this Basic Agreement, such writer shall not lose his status as a member in good standing. To the extent that it may be lawful for the Company to do so, the Company may require, as a condition of employment, that any writer become and/or remain a member of the Guild in good standing, and may also require such written consent or consents as may be

necessary so that, if the Company elects, it may pay to the Guild any dues of any writer and the Company shall have the right, insofar as its obligations to the Guild and to any writer under the terms and provisions of this Basic Agreement are concerned, if it elects, to deduct the amount of such dues from any compensation then or thereafter due or to become due to the writer; provided, however, that if such payment and deduction are or shall become contrary to law, or any statute, or are declared by any court of competent jurisdiction in the State of California or by any Federal Court or the National Labor Relations Board or its General Counsel, or by any other board or individual having jurisdiction over the matter, to be in violation of any applicable law or statute and if by reason thereof the Company fails to deduct and pay to the Guild such dues, as aforesaid, and shall notify the Guild thereof in writing within the fifteen (15) days after any notice from the Guild above mentioned, then although such dues are not paid within the fifteen (15) days' period, for the purposes of this Basic Agreement such writer shall, nevertheless, be deemed to remain a member of the Guild in good standing throughout the term of the writer's assignment.

Every personal service contract of employment shall provide that if the writer fails or refuses to become or remain a member of the Guild in good standing, as above provided, the Company shall have the right at any time thereafter to terminate such employment agreement with such writer.

If the Company is required or directed by any decision of a court of competent jurisdiction or any proper governmental authority to refund to any writer, in whatsoever form the same may be recovered, any dues deducted and paid to the Guild by the Company under the provisions of paragraph b. of this subsection 5., the Guild agrees to repay to the Company the amount of such dues so refunded. The Guild will cooperate with the Company in obtaining the necessary authorizations from writers for the payment and deduction of dues in the manner provided in paragraph b. above.

6. The Guild will facilitate employment of its members by the Company and will at all reasonable times promptly furnish to the Company in writing information concerning the status of any of its members, and the Company shall be entitled to rely upon such information so furnished by the Guild.

7. The Guild represents and warrants that discipline, resignation, admission, reinstatement, readmission and all other matters relating to membership status will at all times during the term hereof be within the exclusive jurisdiction of the Guild; and the Guild agrees that it will exercise such jurisdiction subject to and in accordance with the provisions and intent of this Article 6 and of any other applicable provisions of this Basic Agreement.

8. It is understood that the provisions of this Article 6 shall never under any circumstances be so construed during the term of this Basic Agreement as to constitute or permit what is known as a "closed shop" or construed in any manner that will at any time deprive the Company of its right to employ or continue the employment of a writer who is not a member of the Guild in good standing, or who does not become a member of the Guild in good standing within the period prescribed in subsection 1. of this Article 6 if the Company has reasonable grounds for believing that such a membership was not available to such writer on the same terms and conditions generally applicable to other like members of the Guild, or if the Company has reasonable grounds for believing that membership in the Guild was denied, deferred, suspended or terminated for reasons other than the failure of such person to tender the applicable periodic dues uniformly required as a condition for acquiring or retaining membership in the Guild.

9. If a person who has not been listed by the Company as a writer in accordance with the provisions of Article 3 hereof shall receive, or shall have been entitled to, screen credit of the nature mentioned in Article 1 hereof, then if within fifteen (15) days after receipt of written notice thereof from the Guild to the Company the writer or the Company shall pay or cause to be paid the dues payable to the Guild for the period during which the person performed his services in the writing of the literary material after a date 30 days from the commencement of such services, then such person shall be deemed to have been a member of the Guild in good standing during the time that he was so performing his services as a writer. For such purpose the person receiving or entitled to such credit or the Company may apportion on a reasonable basis, salary payable to such person during the period he was employed as a writer.

10. Where the Company has failed to include a writer employed by the Company on the list of names of writers to be sent to the Guild under Article 3 and where such writer's performance of writer's services has continued for more than thirty (30) days after the beginning of his first employment, the Company on notice from the Guild shall pay or cause to be paid the initiation fees and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues. The provisions of this paragraph shall not apply in the event the Guild gives the Company such notice prior to the expiration of such period of thirty (30) days.

Article 7 No Strike, No Lock-out Clause (General)

1. The Guild agrees that during the term hereof it will not call or engage in any strike, slowdown or stoppage of work affecting theatrical motion picture or television film production against the Company.

2. If, after the expiration or other termination of the effective term of this Basic Agreement, the Guild shall call a strike against any Company, then each respective then current employment contract of writer members of the Guild (hereinafter for convenience referred to as "members") with such Company shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such member of the Guild shall incur no liability for breach of his respective employment contract by respecting such strike call, provided such member shall promptly, upon the termination of such strike, and on the demand of the Company perform as hereinafter in this paragraph provided, and the member shall be deemed to have agreed as follows:

a. That if the writer has been assigned to the writing of any material at the time any such strike is commenced, he will, after the termination of such strike and upon the request of the Company, report to the Company and perform his services in the completion of such assignment at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike.

b. That he will immediately, after the termination of such strike and upon the request of the Company, execute a new contract on the same terms and conditions, and at the same salary or other compensation as provided in the employment contract which was in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including options, equivalent to the unexpired term of the contract which was in effect when such strike was commenced.

c. That he will, in lieu of b., after the termination of such strike, at the option of the Company, and upon its demand, execute an agreement in writing with the Company extending the term or period of such personal service contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

3. If the member shall fail to perform the foregoing, or if he shall fail actually to finish his services in the assignment mentioned in 2.a., (except by reason of his death, physical disability, or default by the Company), then the waiver of liability by the Company heretofore given shall be null and void.

4. The member further agrees that the statute of limitations as a defense to any action by the Company against the member for his failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the member asserts any claim or defense by reason of the expiration of time during which he can be required to perform services by virtue of any statute (such as the seven-year statute) which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Company is ineffective thereupon, and the statute of limitations as to the Company's rights is waived by the member automatically.

5. The automatic suspension provisions of this Article 7 shall not affect the Company's right to sue any individual writer for breach of contract arising during the period of such strike, unless such writer shall have complied with his obligations under the provisions of this subsection 5. Nothing herein contained shall be construed to deprive the Company of its right to terminate the employment contract at any time after such member shall strike or otherwise fail or refuse to perform services.

6. The provisions of this Article 7 shall be deemed included in all employment contracts between writers and Company which are now in effect and all such employment contracts which shall be entered into during the effective term of this Basic Agreement.

7. The Guild agrees that it will take such affirmative actions as may be necessary and lawful in order to require its members to perform their respective obligations under the provisions of this Article 7.

8. Notwithstanding the expiration or other termination of the effective term of this Basic Agreement, by termination or otherwise, the provisions of this Article 7 shall be and remain in full force and effect for a period of seven (7) years following the termination of any such strike, unless this covenant be sooner terminated by the written consent of Company and Guild.

9. The Guild is a corporation. Nothing in this subsection 9. shall enlarge the liability of its officers, directors, agents, and members, this subsection 9. being an additional limitation thereon. The Guild will not be held liable for unauthorized acts of its officers, agents, directors, or members; neither the Guild, nor its officers, directors, agents, or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slow-down, or work stoppage, unless the same be authorized by the Guild in accordance with its by-laws, but the foregoing exemption of this sentence shall not apply unless the Guild upon request from the Company affected thereby shall proclaim promptly and publicly that such strike, slow-down or work stoppage is unauthorized, and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Company affected, with disciplinary proceedings in accordance with its by-laws against the participants in such unauthorized action.

10. The Company agrees that it will not call or engage in any lockout of members.

11. In accordance with and to the extent required by Articles 11 and 12 of this Basic Agreement as to any matter arbitrable thereunder, the Guild has right to strike Company so long as the Company's wrongful failure to participate in Grievance and Arbitration procedures continues. Such action on the part of the Guild is not a waiver of right to compel Company to participate in Grievance and Arbitration procedures. If Company shall contest the arbitrability of such issue, such issue of arbitrability shall first be determined prior to the arbitrator's proceeding with a hearing on the merits.

Article 8 Credits for Screen Authorship - (General)

The Company agrees that credits for screen authorship shall be given only pursuant to the terms and in the manner prescribed in the respective, applicable Schedule "A's" attached hereto and by this reference incorporated herein, provided, however, that the respective, applicable provisions of such Schedule "A's" shall apply only to credits for screen authorship finally determined during the term hereof.

Article 9 Minimum Terms - (General)

The terms of this Basic Agreement are minimum terms; nothing herein contained shall prevent any writer from negotiating and contracting with any Company for better terms for the benefit of such writer than are here provided. The Guild only shall have the right to waive any of the provisions of this Basic Agreement on behalf of or with respect to any individual writer.

Article 8
Credits for Screen Authorship
GENERAL

Article 9
Minimum Terms
GENERAL

ARTICLE 10 Grievance Committee (General)

A. STEP ONE - INFORMAL CONFERENCE

Prior to submitting to grievance and arbitration any matter properly a subject thereof, an authorized representative of the Guild and [illegible]uthorized representative of the Company will meet in a good faith attempt to settle the matter in dispute (hereafter simply "the dispute"). If the representatives of the parties shall fail to settle the dispute within seven (7) days after the matter is first brought to the attention of the party not making the claim, then either party may pursue the dispute in the grievance proceedings described below.

B. STEP TWO - GRIEVANCE

For purposes of the following provisions of this Article 10, and Articles 11 and 12, the party first raising a claim ofgrievance against the other party shall sometimes herein be referred to as a "moving party"; and the party against whom the claim has been raised shall sometimes herein be referred to as "respondent".

1. Grievance Date. The moving party shall set out the nature of its claim in writing, and serve a copy ("grievance notice") thereof by registered or certified mail upon respondent, attention: Counsel or Labor Relations Department. Respondent may reply in writing to this claim, setting forth its position. The parties shall thereafter agree upon a date to convene a grievance committee and hold a grievance hearing. Such date shall be mutually agreeable to the parties, provided that if no mutually agreeable date is chosen, respondent may, within five days after receipt of the grievance notice designate by written notice to moving party a date upon which the grievance committee shall convene to hold a grievance hearing. Such date shall be no earlier than fifteen nor later than thirty days after receipt of the grievance notice. If respondent fails or refuses so to designate such a date, moving party may designate by written notice to respondent the date for such meeting, such date to be not earlier than fifteen nor later than thirty days after the mailing of the grievance notice.

2. Grievance Committee. The Grievance Committee shall consist of three representatives chosen by the Company and three representatives chosen by the Guild. The Guild shall designate one of its representatives to serve as Chairman of the Committee during the first 18 months following the effective date of this Basic Agreement; and the Company shall designate one of its representatives to serve as Chairman of the Committee during the second 18 months of the term of this Basic Agreement.

3. Grievance Hearing. The Grievance Committee thus designated shall meet upon the date selected pursuant to the procedure described above. Said Committee shall consider and attempt to resolve the dispute brought before it. The hearing shall be conducted in an orderly fashion, but rules of evidence and technicalities of procedure shall not be controlling. It is the intent of this Basic Agreement that the Committee members shall use their good faith, best judgment and common sense, as persons experienced in the motion picture and television industry, in attempting to resolve the dispute brought before it. No matter shall be considered by the

Grievance Committee unless a quorum is present. A quorum shall consist of six (6) members. If any four members of the Committee shall agree on a decision, such decision shall be final and binding upon the parties to the proceedings and any interpretation of this Basic Agreement made in such decision shall also be binding upon the writer or writers involved. The decision of the Committee may include any appropriate award permitted hereunder. If no decision is agreed upon, then in any subsequent arbitration or other proceeding, no reference shall be made to the grievance proceeding or to any statements or discussions therein, or to the failure of the Grievance Committee to settle the dispute.

4. Unresolved Grievance. If either party fails to designate its representatives within ten (10) days after notice of grievance is served, or if the Committee shall fail to meet and commence hearings on the date selected in accordance with the procedure described above, or if four members of the Committee shall fail to concur in a decision, or if a hearing is waived by both parties hereto, or in any event if such dispute has not been settled by the Committee or otherwise within forty-five (45) days after the mailing of the grievance notice, then either party may submit such matter to arbitration. Either party shall have the right to designate a substitute for any one or more of its representatives.

Article 11 Arbitration (General)

A. INITIATION OF PROCEEDINGS

1. Unless the preceding grievance procedure (including any changes thereto agreed upon in writing by the moving party and respondent) is followed or waived, such dispute shall not be submitted to arbitration except as elsewhere in this Basic Agreement specifically provided. The party seeking arbitration shall set forth the particulars of its claim and the identity of its arbitrator in notice to be given the other party by registered or certified mail. Within seven (7) days after its receipt of such notice the other party shall designate its own arbitrator in written notice to the party seeking arbitration. The two (2) arbitrators so selected shall mutually agree upon a third arbitrator (referred to herein as the "neutral arbitrator"). Should they fail to do so within seven (7) days after designation of the second arbitrator, the neutral arbitrator shall thereupon be chosen by means of a simultaneous exchange of lists between the two arbitrators already selected setting forth in preferential order the names of the arbitrators on the authorized list in Article 11B hereof. The arbitrator who shall be highest on both lists and who shall be willing to serve shall be the neutral arbitrator. If the party upon which the demand for arbitration is served fails to select its arbitrator within the time limit provided herein, or if the arbitrator selected by either party fails to submit the preferential order list described above, the other party may select an arbitrator from the authorized list herein contained to serve as the sole and neutral arbitrator in the dispute. In any event the neutral arbitrator shall give written notice to all parties of the time and place of the arbitration hearing. In fixing such date, the neutral arbitrator shall consult the parties and shall consider the time reasonably necessary for the parties to prepare their cases.

2. The arbitration will thereafter take place as noticed regardless of whether one of the parties fails to participate. If the arbitrator(s) rules he has no jurisdiction over the dispute or that the dispute is not arbitrable, then each party is relieved of its obligation to further delay taking any action at law or in equity which it may desire to take.

3. A majority of three (3) arbitrators, or where agreed to by the parties or where otherwise authorized herein, the neutral arbitrator acting alone may make any appropriate award permitted hereunder. Subject to the provisions hereof such award shall be final and binding upon the parties to the proceeding whether participating or not, and any interpretation of this Basic Agreement made in such award shall be binding on the writer or writers involved.

4. All arbitrators selected by the parties hereto may be interested persons but not personally or directly interested in the matter in dispute. The neutral arbitrator shall be a disinterested person.

5. If an arbitrator selected by a party cannot serve, a substitute shall be selected by such party. If the neutral arbitrator cannot serve a substitute shall be selected in accordance with subsection 1. above.

B. HEARING PROCEDURE (GRIEVANCE AND ARBITRATION)

The Grievance Committee and the arbitrator(s) shall adopt such rules of procedure and conduct their proceedings in such manner as they shall determine to be proper; provided, however, that in any event each party to any grievance or arbitration shall be afforded a reasonable opportunity to present evidence and argument to the Grievance Committee or the arbitrator(s) as the case may be.

All hearings, deliberations and proceedings of the arbitrators and the Grievance Committee hereinabove mentioned shall be closed to the public and shall be absolutely privileged. Only interested parties, the Company and their respective authorized representatives and witnesses may attend. All communications to and from the arbitrator(s) or the Grievance Committee shall likewise be absolutely privileged.

The authorized list of arbitrators approved by the parties hereto is as follows:

Ben Aaron	Sidney Justin
Seymour Bricker	Leon Kaplan
Walter Bruington	Sam Kaplan
Roger Davis	Harry Keaton
Dixon Q. Dern	Dean Richard Maxwell
Orrin B. Evans	Addison Mueller
Edgar Allen Jones	Murray Schwartz

Such list shall be revised by mutual consent from time to time.

C. TIME LIMITS

1. With regard to a claim relating to actual or alleged theatrical employment or theatrical purchase or to a photoplay, proceedings under Article 10 hereof (or Article 11 to the extent that a party is permitted to initiate arbitration under this Basic Agreement without invoking the grievance procedure under Article 10 hereof) shall be commenced no later than 18 months after the party bringing the grievance or arbitration proceeding (whether it is the Company, Guild or the writer) has obtained knowledge of the facts upon which the claim is based. With regard to a claim relating to actual or alleged television employment or television purchase or to a television film, proceedings under Article 10 hereof (or Article 11 to the extent that

a party is permitted to initiate arbitration under this Basic Agreement without invoking the grievance procedure under Article 10 hereof) shall be commenced no later than 24 months after the party bringing the grievance or arbitration proceeding (whether it is the Company, Guild or the writer) has obtained knowledge of the facts upon which the claim is based.

In any event any grievance and arbitration proceeding hereunder shall commence not later than four years after the occurrence of such facts; provided, however, that an arbitration may be commenced prior to initiation or conclusion of the grievance procedures hereunder, if it reasonably appears that such grievance procedures would result in causing the arbitration to be not commenced in time. With respect to separation of rights in television literary material, Company may accelerate the applicable limitation of time by serving notice on the Guild after the literary material is completed, that the writer or writers concerned do not have separation of rights in such material and by furnishing with such notice copies of all literary material and contracts upon which the Company position in such notice is based. The Guild must respond within 90 days from the date such notice is received or the claim to separation of rights is waived on behalf of the writer and the Guild.

2. If grievance or arbitration proceedings are not commenced within the applicable time period specified in C 1. of this Article 11, such claim shall be deemed to be waived. All time limits provided in Articles 10 and 11 hereof may be extended by mutual written agreement of the parties to the dispute.

D. COSTS

Each party shall pay the costs of its representatives on the Grievance Committee and its arbitrator. The fees and expenses of the neutral arbitrator (unless otherwise provided by the arbitrator(s)), and the cost of a court reporter or a transcript (if ordered by the arbitrator(s)), shall be shared equally. The arbitrator(s) may require the furnishing of a transcript. All other costs and expenses of grievance and arbitration shall be borne by the party incurring the same.

E. AWARD

The award of the Grievance Committee and the arbitrator(s) shall be in writing and shall be limited in subject matter and remedies as provided in this Basic Agreement.

F. PARTIES

In any grievance or arbitration hereunder, only the Company and the Guild shall be parties except that in any grievance or arbitration involving writer(s) claims for unpaid compensation under a writer's individual employment or purchase agreement pursuant to A 3. of Article 12 hereof, the Guild and the writer or writers involved shall be jointly a party, and may be represented by joint counsel.

G. PLACE OF MEETINGS

The situs of the grievance and arbitration proceedings shall be Los Angeles, California, unless the grievance committee or arbitrators, as the case may be, in their discretion, order otherwise upon the application of any party.

Article 12 Matters Subject to Grievance and Arbitration (GENERAL)

A. GRIEVANCE AND ARBITRATION

Except as otherwise specifically provided in this paragraph or elsewhere in this Basic Agreement, the following matters

shall be submitted to grievance and thereafter to arbitration as herein provided, and no other matters shall be submitted to grievance or arbitration:

1. Any dispute between the Guild and the Company concerning the interpretation of any of the terms of this Basic Agreement and the application and effect of such terms as determined by an interpretation thereof;

2. Any alleged breach of any of the terms or provisions of this Basic Agreement by the Guild or Company, except that violations of credit provisions as to photoplays shall be subject to the following conditions and limitations:

If the Grievance Committee decides or the arbitrator(s) decides that any such credit provision has been violated the Grievance Committee or arbitrator(s) shall have jurisdiction only to make a prospective decision or award and shall have no jurisdiction to award damages, penalties, or any monetary amount or to require the Company to withdraw, cancel, change or re-do advertising materials already issued or prepared, or to require the Company to change or re-do any film titles. Advertising shall be deemed, hereunder, to have been prepared when the Company has forwarded the finished copy therefore to the processor or publisher. The Company agrees, however, to revise advertising found improper which was prepared prior to the final decision of the Grievance Committee or the arbitrator(s), if such revision can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense, provided the processor or publisher has not yet commenced work on that part of the material which the change would affect. No award in any grievance or arbitration determining a question as to credits shall affect or be used or be admissible in any other action or proceeding of any nature whatsoever, but any court of competent jurisdiction may confirm, set aside or modify any grievance or arbitration award hereunder in any proceeding brought for such purpose in accordance with applicable law.

3. Any claim by the Guild and a writer or writers on the one hand against the Company on the other hand for unpaid compensation (hereafter referred to as "salary") under the writer's or writers' individual employment agreement (or purchase agreement in the case of a professional writer) with the Company, excluding, however, any claim not related to his or their services as a writer or writers or sale of literary material and subject to the following conditions and limitations:

a. Grievance and arbitration proceedings shall be initiated by the Guild on behalf of the writer. The Grievance Committee and arbitrator(s) shall not have jurisdiction to consider any unpaid salary claim which exceeds the sum of forty thousand dollars ($40,000) for a theatrical employment or purchase or fifteen thousand dollars ($15,000) for a television employment or purchase; provided, however, that when the unpaid salary claim for a television employment or purchase is $15,000 or less, said claim must be submitted to grievance and arbitration instead of to court, but nothing in this sentence is intended

to limit or restrict in any way any party's rights under B 4.a. of this Article 12. If the unpaid salary claim exceeds said applicable sum, said claim may nevertheless be submitted to grievance and arbitration, but by such submission the Guild and the writer whose claim is involved thereby shall waive and shall have no further claim or right with respect to any amount by which the alleged unpaid salary involved exceeds said forty thousand dollars ($40,000) or fifteen thousand dollars ($15,000), whichever is applicable.

b. Claims for unpaid salary hereunder cannot be split and the forty thousand dollars ($40,000) or fifteen thousand dollars ($15,000) limitation cannot be avoided by commencing more than one (1) separate grievance or arbitration proceeding with respect to unpaid salary.

c. In any grievance or arbitration proceeding with respect to a claim for unpaid salary, the Company may, but need not, assert any and all defenses, counterclaims and set-offs, including any defenses based on a claim of suspension or termination. In any arbitration proceeding with respect to a claim for unpaid salary, the Company shall assert any and all counter-claims and set-offs relating to the same salary dispute; provided, however, that if the amounts claimed by the Company in the grievance or arbitration exceed said sum of $40,000 or $15,000, whichever is applicable, the Company shall have the option of submitting all such counterclaims or set-offs to grievance and (whether or not submitted to grievance) to arbitration or to institute an action at law or in equity with respect to such counterclaims or set-offs. Company's rights and obligations to raise defenses, counterclaims and set-offs shall be subject to the provisions of Section A 4. of this Article 12.

The institution of any such action by the Company shall not stay an arbitration proceeding brought by the Guild and writer for unpaid salary as above provided, nor shall any such grievance or arbitration proceeding stay any action instituted by the Company upon any matter Company is not required to submit in arbitration as a set-off or counterclaim, whether or not such action is instituted prior to the submission by the writer of the unpaid salary claim to grievance and arbitration.

d. If the claim for unpaid salary arises out of services rendered by a writer in connection with one (1) or more but not all of the photoplays or television films in connection with which the writer is to render services under his individual employment agreement, the Grievance Committee and arbitrator(s) shall have no jurisdiction to determine or affect any claim or claims relating to any services in connection with any photoplay or television film other than the photoplay or television film or photoplays or television films as to which the unpaid salary claim is asserted unless a defense, set-off or counterclaim is asserted with respect to such other photoplay or television film or photoplays or television films.

e. Any decision made or award rendered in grievance or arbitration pursuant to this subsection 3. shall insofar as any payment of money is concerned, be limited to deciding or awarding what amount, if any, is due the writer from the Company on account of unpaid salary and what amount, if any, is due the Company from the writer on account of any set-off or counterclaim asserted by the Company in such grievance or arbitration.

f. If a claim for unpaid salary under an individual employment agreement is submitted to grievance or arbitration, any claim of a breach of this Basic Agreement arising out of or connected with said claim for unpaid salary must be submitted for grievance and arbitration together with the claim for unpaid salary, and failure to so submit such claim shall constitute a waiver of any and all rights to assert such claim thereafter.

4. Except as specifically provided in Section A of Article 11 hereof and Section A 3. of this Article 12, or elsewhere in this Basic Agreement, it is expressly understood and agreed that there is to be no grievance or arbitration of any individual disputes between the Company and any writer and that no determination or decision made by the Grievance Committee or by arbitration, as herein provided, shall affect the rights of the Company as against any writer nor the rights of any writer as against any Company, but shall only control and be binding upon the Company and the Guild in relation to their rights as against each other. Disputes under individual employment agreements involving (i) Company's rights of suspension and termination, (ii) Company's right to seek or obtain injunctive relief or specific performance, (iii) any of the warranties or grants of rights made by the writer under such individual employment contract, or (iv) any of the rights of the Company to any literary material, shall not be subject to grievance or arbitration and any decision in grievance or award in arbitration purporting to determine or affect any of the aforementioned matters shall, to that extent, be of no force or effect whatsoever; provided, however, that if the Company asserts in any grievance or arbitration any defense, counterclaim or set-off volving or based upon any claim of suspension or termination, the same shall be determined in such grievance or arbitration proceeding.

5. The Grievance Committee and the arbitrator(s) shall have jurisdiction to determine only such disputes as are submitted for grievance or arbitration under this Basic Agreement, subject to the limitations upon the powers of said Grievance Committee and arbitrator(s) under this Article 12. Neither the Grievance Committee nor the arbitrator(s) shall have the power or the authority to reform, amend or extend the express terms and provisions of this Basic Agreement or to reform, amend or extend the express terms and provisions of any individual employment agreement between the Company and any writer.

Any dispute as to whether the arbitrator(s) has jurisdiction or whether any matter is arbitrable under the provisions of subsection 1., 2. or 3. above, shall also be submitted to arbitration but not to grievance; provided, however, that the arbitrator may not order an arbitration of any matter not arbitrable as provided above. Such issue of jurisdiction or arbitrability shall first be determined prior to proceeding with a hearing on the merits; if the arbitrator(s) determines that there is jurisdiction and that the dispute is arbitrable hereunder, then the arbitrator(s) shall proceed to decision on the merits; provided, however, that the party contesting arbitration or jurisdiction shall not by proceeding to a determination of the merits of such arbitration, be deemed to have waived its position that the dispute is not arbitrable or that the arbitrator(s) does not have jurisdiction.

6. The grievance and arbitration provisions shall apply to disputes involving professional writers to the same extent but no greater than are applicable to disputes involving writers.

B. COURT PROCEEDINGS

1. Nothing in this Basic Agreement shall limit the rights of the Guild or of any writer to assert any and all appropriate legal and equitable rights and remedies to which the Guild or such writer is entitled in courts of competent jurisdiction with respect to breaches of Article 8 and Schedule A of this Basic Agreement for writing credit; subject, however, to the following conditions and limitations with respect to the Guild:

a. If the Guild commences any action or proceeding in court with respect to any such alleged breach prior to the submission of the dispute to grievance or arbitration hereunder, then the Guild may not submit such dispute to grievance or arbitration and neither the Grievance Committee nor the arbitrator(s) shall have any jurisdiction to consider the alleged breach of such credit provision.

b. If the Guild commences any action or proceeding in court with respect to any such alleged breach after the submission of the dispute to grievance or arbitration hereunder, then the only right and remedy which the Guild shall have available to it in any such court action or proceeding shall be a recovery of such damages as the Guild may have suffered by reason of such breach. In such event, the grievance or arbitration and the action or proceeding in court may both proceed at the same time.

c. Any such court action or proceeding with respect to such alleged breach must be commenced by the Guild, if at all, within the applicable eighteen (18) month or twenty-four (24) month period specified in Section C of Article 11 hereof.

2. With respect to unpaid salary claims which are then arbitrable pursuant to the provisions of this Basic Agreement, the writer, at his option need not proceed by grievance and arbitration but instead may proceed to institute an action at law or in equity with respect to such claims prior to a decision in grievance or the submission of such claim to arbitration; provided, however, that for unpaid salary claims of $15,000 or less for television employment or purchase, the writer must submit such claim to grievance and arbitration pursuant to Section A 3. a. of this Article 12, and failure so to proceed by grievance and arbitration shall constitute a waiver by the writer as to such unpaid salary claims.

3. Nothing in this Basic Agreement shall impair, affect or limit the right of the Company, the Guild or any writer covered by this Basic Agreement to assert and exercise any and all appropriate legal or equitable rights or remedies to which such Company, Guild or writer is entitled in any court of competent jurisdiction as to any dispute which is not made subject to grievance and arbitration pursuant to this Article 12. The rights of the parties to exercise legal or equitable rights or remedies as to disputes subject to grievance or arbitration are as more particularly defined in this Article 12. Nor

shall anything in this Basic Agreement in any way affect the right of the Company to seek or obtain injunctive relief or specific performance with respect to any individual employment agreement or purchase agreement with a writer, or in any way affect any rights of the Company with respect to the warranties and grants of rights made by a writer under an individual employment agreement or purchase agreement, or in any way affect the Company's right to suspend or terminate a writer under an individual employment agreement, except as provided in Section A 4. of this Article 12, and Section A 6. of Article 16.

4. a. Nothing in this Basic Agreement shall preclude any court of competent jurisdiction from confirming, setting aside or modifying any grievance or arbitration award hereunder in any proceeding brought for any such purpose in accordance with applicable law.

b. The Guild shall have the right to take to grievance and arbitrate a claim of the Guild of a breach by the Company of any of the terms or provisions of this Basic Agreement, including a failure to pay minimum compensation, regardless of whether or not such claimed breach may also involve a breach by the Company of a contract of employment, and such proceeding shall not affect the right of the writer to pursue his own remedies at law or in equity, except as limited by the provisions of this Basic Agreement.

C. REFUSAL TO ARBITRATE

A failure or refusal by either party to go to grievance or to arbitrate an arbitrable matter, in accordance with and to the extent required by Articles 11 and 12, shall be considered to be a substantial breach of this Basic Agreement.

Article 13 Compensation

A. THEATRICAL

Company agrees that the minimum basic compensation to be paid a writer whether or not such writer shall be a qualified writer as defined in subsection 15 of this Article 13A who is employed for a feature length photoplay on a so-called flat deal basis shall be as herein set forth.

For the purpose of this Article 13A (i) a "High Budget" photoplay shall be a photoplay the cost of which equals or exceeds $1,000,000; a photoplay the cost of which equals or exceeds $500,000 but is less than $1,000,000 shall be referred to as a "Medium Budget" photoplay; a photoplay the cost of which is less than $500,000 shall be referred to as a "Low Budget" photoplay; (ii) compensation payable for the second period (6-16-72 through 6-15-73) where applicable, shall be set forth in parentheses throughout this Basic Agreement following compensation payable for the first period (6-16-70 through 6-15-72).

1. Minimum Compensation

FLAT DEAL SCREEN MINIMUMS

ITEMS	Effective from 6-16-70 to 6-15-73		High Budget	
	Low* Budget	Medium* Budget	6-16-70 to 12-15-71	12-16-71 to 6-15-73
a. Screenplay, including treatment	$5,600	$7,000	$11,000	$13,000
b. Screenplay, excluding treatment	3,500	4,375	7,313	9,000
c. Final Draft Screenplay or rewrite	2,100	2,625	3,688	4,000
d. First Draft of Screenplay (alone or with option for Final Draft Screenplay):				
First Draft Screenplay	2,520	3,150	5,025	6,000
Final Draft Screenplay	1,680	2,100	3,350	4,000
e. Treatment	2,100	2,625	3,688	4,000
f. Original Treatment	3,100	3,625	5,025	6,000
g. Story	2,100	2,625	3,350	4,000
h. Additional Compensation -Screenplay-No assigned Material	1,000	1,000	1,500	2,000

*Note: The minimum for a Screen Writer shall not be less than the "appropriate" television film minimum, consistent with the particular literary element and the length of the film.

2. Additional Payment - No Assigned Material

When Company employs a writer to write a screenplay on a flat deal basis at the minimum basic compensation provided in this Article 13A, unless Company in good faith furnishes such writer a novel, play, treatment, original treatment, or story upon which the screenplay is to be based or from which it is to be adapted, such writer shall be paid an additional amount as described in item h above. Any dispute as to whether or not Company has so furnished such writer a novel, play, treatment, original treatment, or story shall be subject to automatic arbitration by the Guild Arbitration Committee (referred to in the Theatrical Schedule A) provided, however, that in the event Company or the writer does not accept the decision of such Guild Arbitration Committee, such party shall notify the Guild, and the other party, in writing, of its position and such dispute shall thereupon be subject to the Grievance and Arbitration provisions of Articles 10, 11 and 12 of this Basic Agreement.

3. Initial Payment

With respect to any employment under this Article 13A on a Flat Deal basis the Company will pay to the writer not less than $487 ($604), no later than the first regular weekly pay day of the Company, following the expiration of the first week of the writer's employment. Such sum may be credited to the amount payable upon delivery of the material.

4. Maximum Period of Employment

With respect to writers employed, at the minimum basic compensation, provided for in this Article 13A, to write a story, treatment, original treatment, first draft screenplay, final draft screenplay, screenplay, or rewrite, the Company shall not require the writer to render services beyond that period of weeks (and fractions thereof) obtained by dividing such applicable minimum basic compensation set forth above in a through g, as the case may be, by the minimum weekly compensation provided for in Article 13A, subsection 15. hereof, for writers employed on a weekly basis.

In the event that the same writer is employed to write any combination of those items set forth above in a through g, such time periods shall be cumulative.

If the writer is required by written notice from the Company to render his services beyond such time period, he shall be entitled to the specified compensation on delivery and to the minimum weekly compensation to which such writer would be entitled if employed on a weekly basis, as hereinafter in subsection 15. of Article 13A provided, for services rendered after the expiration of such period.

5. Computation of Writer's Period of Employment

In computing the duration of a writer's employment under this Article 13A there shall be excluded the following:

a. Any time during which the writer's employment agreement was suspended by reason of any breach or default on the part of the writer;

b. Any time during which the writer's employment agreement was suspended by reason of any of the causes specified in the "force majeure" clause of such writer's employment agreement;

c. Except as hereinafter provided, waiting time which occurs during or after the writer's employment.

Any excess waiting time shall be included in computing the duration of the writer's employment. However, excess waiting time after the expiration of the duration of the writer's employment shall not be included in computing the duration of the writer's employment unless the writer holds himself available for the Company's further instructions pursuant to the Company's written notice to the writer so to hold himself available after the expiration of the writer's employment.

Any time during which the writer shall make revisions called for by the Company shall be included in computing the duration of the writer's employment.

6. Waiting time

The waiting time to be excluded in computing the duration of the writer's employment shall not exceed three (3) days following delivery of material, and such waiting time shall not be compensable. In the event that the same writer is employed to write any combination of story, treatment or original treatment, first draft screenplay, final draft screenplay or screenplay, such waiting time shall be cumulative. "Excess waiting time" as used in this Article 13A means waiting time in excess of the waiting time to be excluded as provided in this subsection 6. If the writer is called into conference on any day or instructed to perform any services on any day, such day may not be included in waiting time. Sundays and Holidays generally recognized in the motion picture industry shall be excluded in computing waiting time.

7. Extension of Employment Period

If the employment agreement under this Article 13A for a treatment on a Flat Deal basis contains any option for additional literary material, and the Company wishes the writer to change, revise or complete his assignment after the expiration of the maximum allotted employment period under this Article, the Company may postpone the time for exercise of such option by notifying the writer that it elects to continue the employment of the writer on a week-to-week basis commencing upon the expiration of the employment period then expiring at the minimum weekly compensation prescribed in subsection 15. hereof, but without any minimum guaranteed period of employment. The Company must notify the writer to this effect promptly upon the expiration of such maximum allotted employment period. Such employment shall continue until further notice from the Company, and the waiting time shall commence upon such termination of the employment. If the Company thereafter exercises any option, and the maximum allotted employment period under this Article 13A for which the Company would be entitled to the writer's services under such option shall exceed the period during which the writer performed his services (excluding time for which the writer was compensated on a week-to-week basis and excluding waiting time), then the Company shall be entitled to credit against the amount due under such option, an amount equal to the minimum weekly compensation specified in subsection 15. herein for the period of such excess. Such credit shall not exceed the amount actually paid to the writer for services performed on a week-to-week basis.

8. Failure to Deliver Material Within Allotted Time Period

If the writer has not completed and delivered to the Company the material within the maximum allotted employment period provided for in this Article 13A, or any shorter period specified in the individual writer's employment agreement, then the Company may exercise the succeeding option and require the writer to complete such material within the succeeding option period. If the writer has not completed and delivered to the Company the material within such maximum allotted employment period, or such shorter period specified in the individual writer's employment agreement, and if the failure of the writer so to complete and deliver such material was not caused by any instructions or directions on the part of the Company, then and at any time thereafter and prior to the delivery of such material, the Company may terminate the writer's employment agreement, and the Company shall not be obligated to make any further or additional payment thereunder. For the purposes of determining whether to terminate such contract, the Company may require the writer to deliver for inspection any material then written and compliance with such requirement shall not constitute delivery for the purpose above mentioned without the written consent of the Company. The Company shall retain title to and ownership of any material theretofore delivered for which payment was made by the Company, subject to the provisions of Article 16A.

9. Teams

A team of writers may be employed on a flat deal basis at the applicable above prescribed minimums on condition that the employment period shall not exceed one-half of the applicable periods herein set forth.

10. Week-to-Week, Term, Flat Deal

The Company may employ a writer on a week-to-week or term basis to write a story, treatment, original treatment, first draft screenplay, final screenplay, screenplay, or rewrite. At any time thereafter, Company may employ such writer or any other writer on a flat deal basis to write any such material in accordance with the provisions of this Article 13A. If Company employs a writer on a flat deal basis to write any such material, at any time thereafter Company may employ such writer or any other writer to write any such material on a week-to-week basis or term basis. If the Company imposes the condition that such

material must be completed and delivered by a specified date, and the writer accepts the employment upon such conditions and completes and delivers the material to the Company in compliance with such condition, then such employment shall be deemed to be employment on a flat deal basis and the writer shall be entitled to the applicable flat deal minimums provided in this Article 13A for the work involved. If the Company employs two writers as a team on a week-to-week basis to write a story, treatment, original treatment, first draft screenplay, final screenplay, screenplay or rewrite and imposes the condition that such material must be completed and delivered by a specified date, and if the period by which the writers are to complete and deliver the material under their employment agreement is less than one-half of the applicable maximum period of employment for the work involved provided in this Article 13A, the Company shall only be obligated to pay to each such writer one-half of the amount payable to one writer employed on a flat deal basis for the work involved; but if the period by which the writers are to complete and deliver the material under their employment agreement is more than one-half of the applicable maximum period of employment for the work involved provided in this Article, the Company shall not be obligated by this Article 13A to pay any amount to such writers. For example, if a team of writers is employed on a week-to-week basis during the period June 16, 1970 - December 15, 1971 to write a "screen-play, including treatment" for a High Budget photoplay (for which the Flat Deal Minimum is $11,000.00) and a date later than ten and one-half (10 1/2) weeks after the commencement of such employment is specified in their employment agreement for completion and delivery of such final screenplay, then if such final screenplay is completed and delivered within such time the Company need only pay each writer the five thousand five hundred twelve dollars and fifty cents ($5,512.50) received as weekly salary. In the event of a dispute as to whether the Company has imposed such a specified date of completion and delivery, such dispute shall be referred to the Producer-Writer Cooperative Committee and its decision shall be final.

11. Applicable Deal Minimum Compensation

When Company hereafter employs one or more writers on a flat deal basis for the minimum basic compensation as above provided, then regardless of the exercise of any option, if a photoplay is actually produced by Company from the screenplay so written under such deal basis, the compensation (hereinafter called "applicable minimum deal compensation") paid to the writer or writers who participated in the writing under such flat deal shall be not less than the applicable "Flat Deal Screen Minimums" set forth in Article 13A, subsection 1. above. In the event an amount at least equal to such applicable minimum deal compensation has not been paid to such writer or writers by the time screen credits for such photoplay have been finally determined, then Company shall pay to the writer or writers, receiving screen credit for such photoplay, within thirty (30) days after such screen credit has been finally determined, the difference between all of the compensation theretofore paid to the writer or writers employed by Company on such flat deal basis in connection with such photoplay, on the one hand, and the applicable minimum deal compensation provided, on the other hand. A writer or writers employed at the minimum week-to-week compensation to write a treatment and also a screenplay for a photoplay which is produced by Company, shall be compensated at not less than the applicable minimum basic compensation provided for in this Article 13A, and shall be considered as employed on a flat deal basis at such minimum compensation for purposes of subsection 2. of this Article. No writer employed on a term basis shall be entitled to additional compensation by reason of the provisions of this Article 13A.

12. Inapplicability of Provisions

The provisions of this Article 13A shall not apply to writers employed at compensation in excess of the applicable minimums specified in this Article. However, even though the total compensation shall exceed such minimums, the amount payable for the writing of the story, treatment, original treatment, first draft screenplay, final screenplay, screenplay or rewrite shall be not less than the minimum for such individual work as above designated.

The provisions of this Article 13A shall not apply to any short or short subject, except that the Company agrees that any such agreement made by the Company with any writer employed on a similar basis with respect to a short or short subject shall guarantee such writer an aggregate compensation for services rendered in the writing and preparation of such material which shall be not less than a sum equal to the minimum weekly compensation to which such writer would be entitled if employed on a weekly compensation basis, as provided in subsection [illegible] hereof, multiplied by the number of weeks (plus any portion of a week) during which the writer actually and continuously performed such services, it being understood that the Company may terminate the employment of such writer at the time the writer becomes entitled to additional compensation by reason of the provisions of this paragraph or at any time thereafter.

Notwithstanding anything herein, if the Company has made payment of the applicable minimum basic compensation payable for high budget photoplay under this Basic Agreement to a writer for services rendered during the period June 16, 1970 to December 15, 1971 of the term hereof, the Company shall not be obligated to pay such writer any increased compensation by reason of the increased compensation provisions of this Basic Agreement applicable to high budget photoplay for services rendered during the period December 16, 1971 to June 15, 1973 of the term hereof.

13. Purchases

The applicable minimums for purchases or licenses subject to this Basic Agreement, from a professional writer shall be:

a.	Story or Treatment	$2,100
b.	Screenplay	$5,600

14. Payment of Compensation Under Deal Contract

Writers employed to write on a deal basis shall be paid at the following times: Within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays usually recognized in the motion picture industry) after the delivery of a completed story, treatment or original treatment, first draft screenplay or final draft screenplay, respectively, not less than the applicable minimum shall be paid to the writer. Such payment shall not be contingent upon the acceptance or approval by the Company of the material so delivered.

In any case of a default for the payment of compensation to a writer under contract subject to this Basic Agreement, interest shall be due at the rate of ten per cent (10%) per annum, but it shall not commence until one week after written notice to Company from the Guild or the writer, of the alleged default. If Company has failed to make such payment because the executed contract was not delivered by the writer to the Company, then no such interest shall be due. If the contract is not so delivered by the writer because of a dispute as to the terms of the contract and the Company shall be held to be wrong, the above described interest payment shall be applicable.

15. Minimum Weekly Compensation

A writer shall be qualified:

a. If he shall have had at least twenty-six (26) weeks of actual employment in the United States as a writer under an employment agreement or agreements in the motion picture industry; or

b. If he shall receive a screenplay credit on a photoplay the cost of which is two hundred and fifty thousand dollars ($250,000.00) or more; or

c. If he shall receive screenplay credit on two photoplays regardless of cost; or

d. If he shall receive teleplay credit on two (2) ninety (90) minute, or four (4) sixty (60) minute, or eight (8) thirty (30) minute filmed television programs.

It is understood that the employment of the writer need not be consecutive for the purpose of paragraph a. above. If a writer shall once become qualified he shall thereafter continue to be qualified without regard to continuity of employment. The cost of a photoplay, for the purpose of paragraph b. above, shall be the estimated budgeted cost thereof upon the date of commencement of principal photography.

Every writer employed on a week-to-week or term basis who shall be or become qualified as hereinabove provided, shall receive a salary at the rate of not less than the amount a week specified below for the respective period designated:

Term Contracts	At the Rate of Per Week 6/16/70 thru 6/15/72	6/16/72 thru 6/15/73
40 out of 52 weeks	$413	$512
20 out of 26 weeks	$450	$558
14 out of 14 weeks	$487	$604
Week-to-Week	$525	$651

Every week-to-week or term contract shall specify the exact compensation for each full week of services rendered or to be rendered thereunder.

If any writer under a week-to-week or term contract shall render services after the expiration of the guaranteed period of employment, then, for purposes only of prorating days worked in a partial workweek (i.e., less than six (6) days), at the end of such employment, the writer shall receive one-fifth (1/5) of the weekly rate for each day worked during such partial workweek, after the expiration of the guaranteed period.

Article 13 COMPENSATION

B. TELEVISION

1. Minimum Basic Compensation

Company agrees that the minimum basic compensation to be paid for writing services covered by this Basic Agreement shall be as herein set forth during the periods indicated. For convenience, the periods are herein designated as the "1st Period", which shall begin on June 16, 1970 and continue until June 15, 1972 and the "2nd Period" which shall begin on June 16, 1972 and continue until June 15, 1973. Compensation payable for the 2nd period, where applicable, shall be set forth in parentheses throughout this Basic Agreement following compensation payable for the 1st period. The applicable minimum shall be the minimum for each writer, except where a bona fide team of no more than two (2) writers offer, prior to employment on the script in question, to collaborate in which event such writers shall be considered a unit which unit shall receive in the aggregate not less than the applicable minimum compensation.

2. "High Budget" Films:

For the purpose of this schedule "High Budget" films shall be films the negative costs of which equals or exceeds the following amounts:

15 minutes or less	$ 16,500
30 minutes or less (but more than 15 minutes)	27,500
60 minutes or less (but more than 30 minutes)	52,250
75 minutes or less (but more than 60 minutes)	72,000
90 minutes or less (but more than 75 minutes)	92,000
120 minutes or less (but more than 90 minutes)	125,000

3. "Low Budget" Films:

For the purpose of this schedule, films, the negative cost of which is less than the amounts indicated above, shall be referred to as "Low Budget" films.

4. "Negative Cost":

a. "Negative Cost" for the purposes of this Article 13B shall be deemed to include all actual costs and expenses of production including overhead and, except to the extent hereinafter provided, excluding deferments. If no overhead has been charged, an amount equal to 20% of all direct charges shall be added to represent an overhead charge.

b. It is agreed that if the Company rents studio facilities and the customary rental includes a charge for overhead, the provisions of the preceding quoted sentence shall be waived, but the Guild shall have the right at all times to have a determination by arbitration as to whether said customary rental charge has in fact included a charge for overhead.

c. If more than 50% of the cost of any item is deferred, the negative cost of the film shall be revised to include a charge of not less than 50% of the total cost of such item including the amount deferred.

d. If the compensation of any actor, writer, director or producer shall include a participation in the receipts of a film and the initial salary paid such employee shall be less than 100% of his established television salary, or 50% of his established theatrical motion picture salary (if

he has not established his television salary) the negative cost shall be revised to include an amount equal to such established television salary or 50% of such established theatrical motion picture salary, as the case may be. The "established theatrical motion picture salary" for the purposes hereof shall be computed by dividing the total compensation earned by the employee in theatrical motion pictures during the year immediately preceding the assignment in question by the total weeks and fractions thereof worked for such compensation.

e. Any dispute relating to the determination of the negative cost of a film shall be resolved by a Price Waterhouse audit, the costs of which are to be borne equally by the Company and the Guild.

f. If a low budget minimum shall be paid to a writer prior to the production of a film whose negative cost shall in fact require the payment of a high budget minimum, the writer shall be paid the differnece not later than 60 days after the completion of production of the film.

5. Story Claim By Production Executive

If Company shall claim that a writer has been assigned to write a teleplay based upon a story composed or created by a production executive, the story and teleplay shall be subject to an automatic arbitration pursuant to the provisions of the Television Schedule A hereof and if the arbitrators shall accord both the story and teleplay credit to the writer, then the combined story and teleplay minimum above provided for shall apply to the material so written, provided that Company may appeal any such credit determination to arbitration pursuant to Articles 10, 11 and 12 hereof.

6. Step Outline

The writer may not be compelled to prepare a step outline of the teleplay. For such purpose the term "step outline" shall mean a development of the story in the form of a condensed scene-by-scene progression indicating action and the substance of essential story dialogue, but without dialogue.

7. Schedule of Minimum Compensation

a. STORY for all television films except Serials

Program Length in Minutes	1st Period		2nd Period	
	Low Budget	High Budget	Low Budget	High Budget
15 or less	$ 205	$ 226	$ 254	$ 280
30 or less (but more than 15)	339	410	420	508
60 or less (but more than 30)	643	771	797	956
75 or less (but more than 60)	883	1,059	1,095	1,313
90 or less (but more than 75)	946	1,132	1,173	1,404
120 or less (but more than 90)	1,250	1,493	1,550	1,851

b. TELEPLAY for all television films except Serials

15 or less	537	735	666	911
30 or less (but more than 15)	919	1,222	1,140	1,515
60 or less (but more than 30)	1,751	2,316	2,171	2,872
75 or less (but more than 60)	2,437	3,250	3,022	4,030
90 or less (but more than 75)	2,584	3,410	3,204	4,228
120 or less (but more than 90)	3,417	4,505	4,237	5,586

c. STORY AND TELEPLAY where the same writer prepares both, for all films except Serials

15 or less	721	848	894	1,052
30 or less (but more than 15)	1,201	1,554	1,489	1,927
60 or less (but more than 30)	2,273	2,825	2,819	3,503
75 or less (but more than 60)	3,178	3,884	3,941	4,816
90 or less (but more than 75)	3,345	4,095	4,148	5,078
120 or less (but more than 90)	4,417	5,366	5,477	6,654

For programs in excess of one hundred and twenty minutes, compensation is based on the one hundred twenty minute or less minimum (shown herein) plus, for each additional thirty minutes or less, the difference between the appropriate sixty-minute compensation less the thirty-minute compensation.

d. Story With Options

If the Company engages a writer to write a story, with an option to have the writer write a teleplay based thereon, and the Company does not exercise said option but instead engages another writer to write a teleplay based on the story written by such first writer, the minimum amount payable for said story shall be the applicable story minimum, plus twenty five per cent (25%) thereof. Said twenty five per cent (25%) increase shall not, however, be deemed to be a part of the "applicable minimum compensation" referred to in subsections 1., 2. and 13. of Article 15B.

If Company engages a writer to write a story with an option to have the writer write a teleplay, Company if it exercises such option must do so within fourteen (14) days after delivery of the final story.

e. Serials

It is agreed that there is to be no differentiation between stories and teleplays for compensation purposes with respect to Serial films. The minimum compensation for writing material for Serials shall be as follows:

	1st Period	2nd Period
15 minutes or less	$ 585.00	$ 725.00
30 minutes or less (but more than 15 minutes)	974.00	1208.00
60 minutes or less (but more than 30 minutes)	1852.00	2296.00

f. Installment Payments

Payment of the writer's agreed upon compensation shall be made in installments as follows:

Story and Teleplay - thirty per cent (30%) on delivery of story, forty per cent (40%) on delivery of first draft teleplay, thirty per cent (30%) on delivery of final draft teleplay. Teleplay only - sixty per cent (60%) on delivery of first draft teleplay, forty per cent (40%) on delivery of final draft teleplay. At least ninety per cent (90%) of minimum shall be paid on delivery of first draft teleplay.

g. Plot Outline - Narrative Synopsis of Story

Company may request writer to prepare a narrative synopsis of reasonable length (herein designated as an "outline") of a story owned by writer in order to determine its suitability for television purposes. The minimum compensation for the preparation of such outline shall be $169 ($210) in the case of a 15 minute film; $282 ($350) in the case of a 30 minute film; $537 ($666) in the case of a 60 minute film; $699 ($867) in the case of a 75 minute film; $791 ($981) in the case of a 90 minute film; and $1,045 ($1,296) in the case of a 120 minute film. Company shall within fourteen (14) days from time of delivery of such outline notify writer of its election to acquire such outline and employ writer to prepare a teleplay based thereon. If Company shall so elect, the $169 ($210) or $282 ($350) or $537 ($666) or $699 ($867) or $791 ($981) or $1,045 ($1,296) as the case may be, shall be deemed an advance against the total compensation payable with respect to such story and teleplay. If Company shall elect not to proceed, it shall return the outline to the writer not later than the end of such fourteen (14) day period and writer shall be entitled to retain the $169 ($210) or $282 ($350) or $537 ($666) or $699 ($867) or $791 ($981) or $1,045 ($1,296) as the case may be, and shall own all right, title and interest in the literary material contained in such outline, except to the extent that the outline was prepared for an episodic series or serial type film and program format and/or characters belonging to the Company were incorporated in the material written by the writer.

Company shall sign and deliver to writer, on the date of hiring, a slip stating it has employed the writer to prepare an outline of such material and that the conditions of such employment are upon terms not less favorable than those provided by this paragraph g.

h. Compensation for Rewrites and Polishes

Company shall pay not less than the following minimum compensation with respect to rewrites and polishes:

(1) Serials and Low Budget Non-Serial Pictures

Program Length in Minutes		1st Period	2nd Period
Rewrites:			
15 or less	Non serial teleplays	$ 268	$ 332
	Serials	293	362
30 or less (but more than 15)	Non serial teleplays	459	569
	Serials	487	604
60 or less (but more than 30)	Non serial teleplays	876	1,086
	Serials	925	1,147
75 or less (but more than 60)	Non serial teleplays	1,216	1,510
90 or less (but more than 75)	Non serial teleplays	1,293	1,603
120 or less (but more than 90)	Non serial teleplays	1,709	2,119
Polishes:			
15 or less	Non serial teleplays	134	166
	Serials	146	181
30 or less (but more than 15)	Non serial teleplays	229	284
	Serials	244	303
60 or less (but more than 30)	Non serial teleplays	438	543
	Serials	463	574
75 or less (but more than 60)	Non serial teleplays	609	755
90 or less (but more than 75)	Non serial teleplays	647	802
120 or less (but more than 90)	Non serial teleplays	856	1,061

(2) High Budget Non-Serial Pictures

Rewrites Non-Serial Teleplay		
15 or less	366	454
30 or less (but more than 15)	611	758
60 or less (but more than 30)	1,158	1,436
75 or less (but more than 60)	1,624	2,014
90 or less (but more than 75)	1,705	2,114
120 or less (but more than 90)	2,252	2,792
Polish Non-Serial Teleplay		
15 or less	184	228
30 or less (but more than 15)	306	379
60 or less (but more than 30)	579	718
75 or less (but more than 60)	813	1,008
90 or less (but more than 75)	852	1,056
120 or less (but more than 90)	1,125	1,395

i. Compensation for Sketches

For each sketch written by a writer for a television film, Company shall pay such writer the sum of $777 during the 1st period and the sum of $963 during the 2nd period.

j. Variety or Comedy-Variety Programs

Where in any series of Variety films all of the writers thereon are employed under contracts providing for a "minimum variety show commitment" (as defined in subparagraph (1) below) the minimum terms and conditions set forth in subparagraphs (1) and (2) below shall apply. If, however, any writer on such series is not engaged on a "minimum variety show commitment" the applicable minimum as set forth in subsection 7., paragraph a. through h. of this Article 13B shall be paid to each writer on said series.

(1) Minimum Variety Show Commitment Definition

As used in this paragraph j. the term "minimum variety show commitment" shall refer to a contract between Company and the writer providing for a non-cancellable (except for material breach by the writer or as hereinafter provided) commitment by Company to such writer of compensation totaling an aggregate of not less than $6,422.00 ($7,969) for services within an overall period of not more than thirteen (13) consecutive weeks. In no event shall any writer employed on any such program receive less than $494 ($613) per weekly unit of television films. A commitment for the purposes hereof shall be deemed non-cancellable if Company has no right to terminate except upon two (2) weeks' written notice in the event production of the programs (both live and film) is abandoned within said thirteen (13) weeks' period. Each writer shall be considered as an individual writer, rather than as part of a team or teams, for the purpose of applying the minimums provided for in this paragraph j.

(2) Compensation for Minimum Variety Show Commitment Writers

The aggregate minimum compensation to be divided among all writers engaged on a weekly unit of television films pursuant to a minimum variety show commitment shall be as follows with individual minimums per writer as provided in subparagraph (1) above:

(a) Weekly Unit of One Television Film

(i) If only one (1) writer is employed, the minimum compensation payable to such writer shall be the same as the applicable minimum set forth in subsection 7., paragraphs a. through c. of this Article 13B.

(ii) If two (2) writers are employed, on any such film, the minimum compensation to both writers combined shall be one and one-half (1 1/2) times the applicable minimum compensation for one (1) writer as set forth in subsection 7., paragraphs a. through c. of this Article 13B, and

(iii) For each additional writer employed on any such film, the combined minimum provided for in clause (ii) above shall be increased by an amount equal to twenty-five per cent (25%) of the applicable minimum set forth in subsection 7., paragraphs a. through c. of this Article 13B.

(b) Weekly Unit of Two, Three or Four Television Films

The aggregate minimum compensation shall be computed by adding:

(i) The applicable minimum compensation computed in subparagraph (a) of this subparagraph (2) for a weekly unit of one (1) television film, plus

(ii) The following applicable percentage of the difference between said applicable minimum compensation computed in said subparagraph (a) and the applicable minimum compensation computed in subparagraph (c) of this subparagraph (2) for a weekly unit of five (5) television films:

WEEKLY UNIT OF	PERCENTAGE OF SAID DIFFERENCE
2 films	40
3 films	60
4 films	80

(c) Weekly Unit of Five Television Films

Effective During 1st Period

PROGRAM LENGTH IN MINUTES	FOR 1 WRITER	TOTAL FOR 2 WRITERS	TOTAL FOR 3 WRITERS	TOTAL FOR 4 WRITERS	TOTAL FOR 5 WRITERS
10 or less	$1,554	$1,695	$1,978		
15 or less (but more than 10)		2,176	2,458	$2,741	
30 or less (but more than 15)			3,673	4,026	$4,380
60 or less (but more than 30)				6,922	7,274

Effective During 2nd Period

PROGRAM LENGTH IN MINUTES	FOR 1 WRITER	TOTAL FOR 2 WRITERS	TOTAL FOR 3 WRITERS	TOTAL FOR 4 WRITERS	TOTAL FOR 5 WRITERS
10 or less	1,927	2,102	2,453		
15 or less (but more than 10)		2,698	3,048	3,399	
30 or less (but more than 15)			4,555	4,992	5,431
60 or less (but more than 30)				8,583	9,020

If fewer writers are employed on a film than are provided for in the above schedule, the lowest minimum specified with respect to the applicable program length shall be the aggregate minimum for the writers actually employed. If more writers are employed than are provided for in the above schedule with respect to a particular program length, then the aggregate minimum for all writers combined shall be the highest minimum specified for said program length increased by $494 ($613) per additional writer.

(3) Change from Film to Live Presentation

If the method of presentation of a program series on which writers are then employed on a minimum variety show commitment should be changed from film to live, the minimum variety show commitment of Company to any writer or writers may be fulfilled by continuing the employment of such writers on the live programs on the same terms and conditions as are set forth in their individual contracts of employment, except that their writing for the live programs shall then be covered by the then current provisions of the WGA Television Freelance Minimum Basic Agreement (herein sometimes called the "WGA Live Agreement"); provided that nothing contained in the WGA Live Agreement shall be deemed to modify or affect the terms and conditions of the individual contracts of employment which are more favorable to the writer than the terms and conditions of the WGA Live Agreement.

k. Audience Participation Programs

Company shall pay any writers employed to furnish literary material for quiz or audience participation programs minimum compensation as provided for in subparagraphs (1) and (2) of this Paragraph k.

(1) Aggregate Minimum Compensation

The aggregate minimum compensation to be divided among all writers who write literary material for a weekly unit of audience participation or quiz films shall be as follows with the individual writer's minimum compensation set forth in subparagraph (2) below:

PROGRAM LENGTH IN MINUTES	ONE FILM PER WEEK	TWO FILMS PER WEEK	THREE FILMS PER WEEK	FOUR FILMS PER WEEK	FIVE FILMS PER WEEK	SIX FILMS PER WEEK
		PERCENTAGE OF THE APPLICABLE MONETARY AMOUNT IN THE ONE-FILM-PER-WEEK COLUMN				
Effective 1st Period						
10 or less	$ 522	175%	225%	275%	300%	325%
15 or less (but more than 10)	784	"	"	"	"	"
30 or less (but more than 15)	1,378	"	"	"	"	"
60 or less (but more than 30)	2,549	"	"	"	"	"
Effective 2nd Period						
10 or less	$ 647	"	"	"	"	"
15 or less (but more than 10)	972	"	"	"	"	"
30 or less (but more than 15)	1,709	"	"	"	"	"
60 or less (but more than 30)	3,161	"	"	"	"	"

(2) Minimum Weekly Unit Compensation per Writer and Maximum Number of Writers

Program Length in Minutes	MINIMUM WEEKLY UNIT COMPENSATION PER WRITER		MAXIMUM NUMBER OF WRITERS FOR A WEEKLY UNIT OF ONE FILM AT MINIMUM COMPENSATION
	1st Period	2nd Period	
10 or less	$389	$482	1
15 or less (but more than 10)	389	482	2
30 or less (but more than 15)	459	569	3
60 or less (but more than 30)	529	656	5

The maximum number of writers that Company may hire for minimum compensation on a weekly unit of more than one audience participation or quiz film shall be

(i) the applicable maximum number of writers provided for in the above schedule of this subparagraph (2) for a weekly unit of one film, plus

(ii) a number of writers equal to the number obtained by dividing the applicable per-writer weekly unit minimum as set forth above in this subparagraph (2) into the amount by which the applicable aggregate minimum for the weekly unit in question as set forth in subparagraph (1) exceeds the applicable aggregate minimum for a weekly unit of one film. It is understood that in the result, fractions shall be disregarded.

Example: Weekly unit of three (3) films each with an applicable time per film of ten (10) minutes.

225%x522=1175 aggregate minimum for weekly unit of three films.
- 522 aggregate minimum for weekly unit of one film.
$ 653 ÷ $389 = 1

Thus a maximum of two (2) writers may be hired for said weekly unit for an aggregate minimum of $1175 to be divided between them with neither to receive less than $389 (Example given is of minimums effective 1st Period)

l. Applicable Time Period (Comedy-Variety and Audience Participation Programs Only)

When fifty per cent (50%) or more of the film, exclusive of film clips and stock shots, is intended to consist of material written by a writer covered by this Basic Agreement, the time bracket applicable to such material shall be measured by the length of the entire film, but where less than fifty per cent (50%) is intended to consist of material written by a writer covered by this Basic Agreement, the time bracket applicable to such material shall be measured by the time actually consumed by such material, provided, however, that regardless of the number of minutes of writing, the applicable time period for a television film shall not be less than as hereinafter provided:

TELEVISION FILM LENGTH	MINIMUM TIME BRACKET
15 minutes or less	10 minutes
Over 15 minutes (but not over 60 minutes)	15 minutes
Over 60 minutes	30 minutes

This paragraph shall not apply to sketches.

m. Format

Minimum basic compensation for a format shall be $1176 for the period June 16, 1970 to and including June 15, 1972. Such compensation shall be increased to $1458 for the period June 16, 1972 to and including June 15, 1973.

If a story, or stories, are included in a purchased format and the story is used, the applicable minimum for such story or stories shall apply. If such story or stories are not used no story minimum would apply.

If a writer is employed to write a format and a story or stories are included, at the direction of Company, the applicable story minimum shall apply.

n. Narration

Minimum basic compensation for a narration shall be as follows:

NARRATION

(by writer other than writer of teleplay or story and teleplay)

Nature of material already written under MBA when narration writer hired	FILM ASSEMBLED IN STORY SEQUENCE: **Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer	FILM FOOTAGE NOT ASSEMBLED IN STORY SEQUENCE: **Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer
1.	Narration written by	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Written by	See Rate Schedule B	Yes, based on % of applicable freelance minimum in Rate Schedule B
2. Story only	Narration written by (If story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Narration written by (If story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
3. Story and Teleplay	None, but if over 8 minutes of narration (aggregate), only receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration (aggregate of no more than story & teleplay residuals)	None, but if over 8 minutes of narration (aggregate), may receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration

**Credits not to affect rates - There is no Separation of Rights for Narration

RATE SCHEDULE

A**
If High Budget* (Program length in minutes)

	1st Period (6/16/70 thru 6/15/72)	2nd Period (6/16/72 thru 6/15/73)
15 min. or less	$ 735	$ 910
30 min. or less (more than 15)	1,222	1,515
60 min. or less (more than 30)	2,316	2,873
75 min. or less (more than 60)	3,248	4,028

Plus $1,065 for each additional half-hour or fraction added to $2,316 for the 1st period, and $1,354 for each additional half-hour or fraction, added to $2,873 for the 2nd period.

B**
If High Budget* (Program length in minutes)

	1st Period (6/16/70 thru 6/15/72)	2nd Period (6/16/72 thru 6/15/73)
15 min. or less	$ 868	$1,052
30 min. or less (more than 15)	1,554	1,926
60 min. or less (more than 30)	2,825	3,503
75 min. or less (more than 60)	3,884	4,816

Plus $1,272 for each additional half-hour or fraction added to $2,825 for the 1st period, and $1,576 for each additional half-hour or fraction, added to $3,503 for the 2nd period.

C
(Aggregate sound track running in minutes of narration written by writer hired pursuant to this Chart)

	1st Period (6/16/70 thru 6/15/72)	2nd Period (6/16/72 thru 6/15/73)
2 min. or less of narr.	$ 118	$ 146
Over 2 mins. thru 5 mins.	412	511

Over 5 mins. of narr. - teleplay rewrite rates for applicable program length

*If low budget, then applicable rates are equal to corresponding rates for low budget teleplay (under "A" above) and low budget story and teleplay (under "B" above).

**Running time is in terms of sound track.

NOTE: Excluded from these provisions is material described in Article 13B 7g.

2 writers collaborating - 1 unit, to receive in the aggregate not less than applicable minimum.

Narration writer may be hired on a week-to-week basis, subject to Article 13B 7e.

o. Remakes

The Company's right to remake a television film shall be subject to the following:

(i) If the writer's material is used for the remake and no writer is employed to rewrite, adapt or revise such material for the remake, the Company will pay the writer a sum equal to the minimum compensation which was applicable to the writer's initial employment to write such material together with any additional compensation for television re-runs or theatrical exhibition which may become due;

(ii) If a writer is employed to rewrite, adapt or revise such literary material for the remake then the writer of the original material shall nevertheless be a participant in the credit determination and if afforded credit shall accordingly be entitled to any additional compensation for television re-runs or theatrical exhibition which may become due as a result of such remake.

p. Non Commercial Openings and Closings

Where a writer other than the writer of the teleplay for a television film writes literary material for self-contained units of entertainment which are used as opening, closing and/or bridging material in such film, the total minimum compensation for all such self-contained units in such film will be $428 ($531) if such units have an aggregate running time of more than 3 minutes and $306 ($379) if such units have an aggregate running time of 3 minutes or less. It is further expressly understood that the foregoing rates are not intended to apply to customary or routine introductions, bridges or conclusions. An example of the material intended to be covered is the material delivered by Alfred Hitchcock on the series "Alfred Hitchcock Presents". In addition, if such units are re-run, as the term "re-run" is used in Article 15B1.b., Company shall pay the writer additional payments expressed in percentages of said total minimum compensation at the rates specified in said Article 15B 2.a., it is expressly understood that, except as specifically provided herein, this paragraph is not intended to extend the coverage of this Basic Agreement to, nor provide payment for, any matter in any television film not elsewhere covered by this Basic Agreement.

q. Total Writing Cost

Company shall not produce a television film based upon material subject to this Basic Agreement the total purchase and writing cost for which shall be less than the applicable minimum compensation for narration, a story and teleplay, or teleplay as the case may be.

r. Pilot Films and Spin-off

Pilot Film

A writer employed to write a story or story and teleplay for a pilot film shall receive for such story or story and teleplay for the pilot film an amount equal to 150% of the applicable minimum initial basic compensation set forth in this Article 13B for a story or story and teleplay, but this provision shall not be construed to increase his minimum compensation for any other purpose under this Basic Agreement, such as, but not limited to reruns and theatrical uses.

Spin-off

When the Company knows prior to engaging a writer to write a story or story and teleplay for an episode of a series that such episode is intended to be used as a spin-off, the Company shall also advise the writer at the time of the initial interview. If Company does not have such knowledge but thereafter broadcasts one or more programs in a new television series based upon such episode, then if the initial compensation paid such writer for such episode was less than 150% of the WGA minimum initial basic compensation therefor Company shall pay writer the difference between such 150% and writer's initial compensation, but this provision shall not be construed to increase the writer's minimum basic compensation for any other purposes under this Basic Agreement such as, but not limited to, reruns and theatrical use and such payment need not be made when the new television series is based primarily on either a public domain format or public domain character or characters used in the spin-off episode.

s. Week-to-Week and Term Employment

(1) Company agrees that except as hereinafter provided, all employment of writers shall be only on a freelance (non-exclusive) basis, and such employment shall be upon terms and conditions which conform in principle to, and shall not be less favorable than the terms and provisions hereof.

(2) The Company may employ writers on a term contract basis as follows:

(a) An over-all term of fifty-two (52) weeks, with forty (40) weeks guaranteed employment, at a minimum compensation of $389 per week ($482).

(b) An over-all term of 26 consecutive weeks with 20 weeks guaranteed employment at a minimum compensation of $423 per week ($525).

(c) An over-all term of 14 consecutive weeks with 14 weeks guaranteed employment at a minimum compensation of $459 per week ($569).

(d) An over-all term of 6 consecutive weeks with 6 weeks guaranteed employment at a minimum compensation of $494 per week ($613).

(e) In no event shall a writer employed on a term basis receive less than the total applicable minimum compensation, as set forth in this Basic Agreement, to which he would have been entitled had he been employed on a freelance basis. At the end of each guaranteed period of employment on a term basis Company shall compute the aggregate minimum compensation to which the writer would have been entitled under this Basic Agreement had he been employed on a freelance basis to write the literary material written by the writer during such period, and shall deduct therefrom the total compensation accruing to the writer during such period, and will promptly pay to the writer the excess, if any. Any dispute as to the amount of compensation payable under this subdivision (e) may be submitted to arbitration, as herein provided. All the provisions of this Basic Agreement, to the extent the same are applicable, shall apply to such term employment including but not limited to the provisions relating to additional compensation for re-runs and theatrical release, and the separation of rights provisions.

(f) The suspension period provided in the so-called "force majeure" clause of employment agreements with writers employed on a week-to-week basis or for a definite term, who receive salary at the rate of $494 ($613) or less a week, shall not exceed four (4) weeks; provided, however, that the Company shall have the right to continue such suspension from week to week, not exceeding six (6) additional weeks, at one-half salary. If the salary of any such writer shall be at the rate of more than $494 ($613) per week, such suspension period shall not exceed eight (8) weeks. Nothing herein contained shall be construed to deprive the Company of its right to terminate any such employment agreement after the commencement of the suspension period.

(g) For a partial workweek (defined as workweek consisting of less than six days work) following the guaranteed period of employment a writer shall be paid one-fifth of his weekly compensation for each day employed in such partial workweek.

Such writer shall be paid one-fifth of weekly compensation for each day worked at Company's direction in excess of five times the number of weeks worked.

(h) Such writer under a week-to-week employment may write any literary material covered hereunder, provided, however, if such literary material amounts to a rewrite or more such writer shall be paid not less than the minimum free lance compensation for such literary material, computed as of the end of his employment or as of the end of each six-month period whichever occurs sooner. The compensation of a week-to-week writer shall be $494 ($613).

8. Reading Time and Obligations of Free Lance Writer Re Revisions

a. The Company shall have not more than fourteen (14) days (including Sundays and holidays) after the writer's first submission of the story within which to make one (1) request for revision of such story; provided that if, after the writer has made the requested revision of the story first submitted, the Company shall make a second request for revision, such second revision shall be incorporated in the teleplay; it being understood that the Company shall not be entitled to more than two (2) requests for revision of the story, and not more than fourteen (14) days shall elapse between the first submission of the story and the commencement of the preparation of the teleplay by the writer.

Company may have a second revision of story before teleplay upon additional payment of one-half story minimum, except when second revision of the story is accomplished by execution in the teleplay. It is understood this does not permit a new story.

Story revision time and obligations shall apply to formats.

b. The Company shall have not more than fourteen (14) days (including Sundays and holidays) after the writer's first submission of the material in teleplay form within which to make one request for revision of the material; provided that if Company shall make such request within seven (7) days (including Sundays and holidays) after the first submission of the literary material in teleplay form, Company shall be entitled to make a second request for revision within seven (7) days (including Sundays and holidays) after submission of the teleplay as first revised. Neither revision permitted under this paragraph b. shall involve a substantial change in the story line.

c. With respect to films more than thirty (30) minutes in length, the fourteen (14) day period mentioned in paragraph b. shall be increased to twenty-one (21) days and the first seven (7) day period mentioned in paragraph b. shall be increased to fourteen (14) days.

d. The writer shall be obligated to make revisions requested by the Company in compliance with the foregoing provisions.

e. Company agrees to use its best efforts to read the material submitted and call for any necessary revisions as soon as possible after submission.

f. The Company shall promptly at the close of production provide the writer with two (2) copies of the revised final shooting script.

g. The time limits referred to in paragraphs a., b., and c. shall be increased by seven (7) days for pilot stories and teleplays wherever the writer is paid at least double minimum compensation.

9. Time of Payment

Company will use its best efforts to pay to the writer the applicable installment payment provided in Article 13B 7. f. within forty-eight (48) hours after delivery of the narrative synopsis, story, first draft or final draft teleplay, as the case may be, but in no event shall any such payment be made later than seven (7) days after the delivery of such narrative synopsis, story or first or final draft teleplay. Payment shall not be contingent upon the acceptance or approval by the Company of the literary material so delivered.

Company will pay interest of ten per cent (10%) per annum when such payment is due and not paid as provided herein. If the Company has failed to make such payment because the executed contract was not delivered by the writer to the Company then no such interest is due. If the contract is not so delivered by the writer because of a dispute as to the terms of the contract and the Company shall be held to be wrong, the above described interest payment shall be applicable.

10. Cut-Off

There shall be no right of cut-off in teleplay employment.

Article 14. Writers in Non-Writing Capacities (Television)

A. Nothing herein shall be construed to prohibit Company from concurrently contracting for the services of an individual as a writer, subject to all of the provisions of this agreement, and the same individual to render services in a capacity or capacities other than as a writer which services shall not be subject to this Basic Agreement, provided that separate compensation is stated for the services of such individual in the capacity of a writer, and provided that separate contracts are entered into for writing services for no less than applicable minimum. None of the compensation due the individual for his services in a capacity or capacities other than as a writer shall be offset or credited against any compensation due the individual for his services in his capacity as a writer. Nothing in this paragraph is to be construed to prevent contracting for the services of a writer as a writer and in other capacities under a type of agreement in which specified compensation is stated for each of the various capacities for which the individual is or may be required to render services, with an agreement that not less than a stated overall amount of compensation is guaranteed for a stated period, and under such an agreement only the services and compensation paid for the services of the individual in his capacity as a writer shall be services and compensation subject to this Basic Agreement (provided, however, as set forth above, that separate contracts are entered into for such writing services). Nothing in this paragraph is intended to modify or otherwise affect the definition of a writer as contained in Article 1C 1.a. hereof.

B. A person employed as a writer for a series whose duties include for that series interviewing other writers, suggesting story ideas or script changes to other writers, or recommending approval of material submitted by writers, shall be subject to this Basic Agreement (excluding Executives, Executive Producers, and Producers; and also excluding persons who are employed as bona fide Associate Producers, who do not perform services as a writer for the series and where the above duties of such persons are incidental to their primary duties).

For such writer, the minimum compensation shall be:

(i) 150% of the week-to-week or term minimum compensation provided for in Article 13B 7.a., using whichever rate is applicable to the type of employment used in the particular case, or
(ii) the compensation described in Article 13B 7.a.(3)(e) whichever of (i) or (ii) above is the greater,
(iii) or if such writer is employed at a per episode price, then the aggregate amounts paid for the subject episodes shall not be less than the minimum prescribed above had such writer been employed on a week-to-week or term basis for the period or aggregate of periods during which such writer works as such on the series.

Article 15 Television Exhibition

A. THEATRICAL

1. As to all motion pictures, the principal photography of which commenced prior to June 13, 1960, the Guild agrees that it does not and will not, either during the term of this Basic Agreement or at any time thereafter, make any claim for compensation for or with respect to the exhibition of such motion pictures on television.

2. The provisions of this subsection 2. relate and apply only to theatrical motion pictures as defined in Article 1 A.2.,

a. produced by the Company or within the provisions of paragraph h.(4) of subsection 3., and

b. the principal photography of which commenced on or after June 16, 1970, which motion pictures are, either during the term hereof or at any time thereafter, released to free television; and

c. based upon a story or screenplay written by writer while in the employ of the Company or in the employ of the actual producing Company as described in paragraph h.(4) of subsection 3. (to which employment the provisions of this Basic Agreement apply as provided in Article 5 hereof) or acquired by the Company (or such actual producing Company from a professional writer (to which acquisition the provisions of this Basic Agreement apply as provided in Article 5 hereof), which writer or professional writer receives screen credit for the authorship of such story or screenplay, as provided in the Theatrical Schedule A.

3. As to each such theatrical motion picture referred to in 2. above, (herein sometimes called "Such Picture"), the Company will pay to each participating Writer (as such term is hereinafter defined) as additional compensation, a pro-rata share of two per cent (2%) (hereinafter referred to as the "percentage payment") of the Company's accountable receipts from the distribution of Such Picture on free television, computed as hereinafter provided and subject to the following conditions:

a. The term "Producer's gross", as used herein, means the worldwide total gross receipts derived by the distributor of Such Picture (who may be the Company or a distributor licensed by the Company) from licensing the right to exhibit Such Picture on free television; provided, however, that in the case of any Such Picture which is produced outside of the United States, if Such Picture is subject to this Basic Agreement and if such production is under an arrangement (herein referred to as a "foreign production deal") pursuant to which a foreign producer or distributor provides or guarantees any of the financing for the production of Such Picture or furnishes any other consideration for such production and a foreign distributor acquires one or more foreign territories for the distribution of Such Picture on free television, then no monies from any such distribution in any such foreign territory shall be included in Producer's gross except to the extent such foreign producer or foreign distributor is obligated to account to Company or to the distributor of Such Picture for such monies, and except for gross receipts received by such foreign distributor from such distribution in the United Kingdom.

If the distributor of Such Picture does not distribute Such Picture directly to free television, but employs a subdistributor to so distribute Such Picture, then the "Producer's gross" shall be the worldwide total gross receipts derived by such subdistributor from licensing the right to exhibit Such Picture on free television. In case of an outright sale of the free television distribution rights, for the entire world, or any territory or country, the income derived by the seller from such sale, but not the income realized by the purchaser or licensee of such rights, shall be the "Producer's gross". If any such outright sale shall include free television exhibition rights and other rights, then (but only for the purpose of the computation required hereunder) the Company shall allocate to the free television exhibition rights a fair and reasonable portion of the sales price which shall, for the purpose hereof, be the "Producer's gross". In reaching such determination Company may consider the current market value of free television exhibition rights in comparable motion pictures.

If the Guild shall contend that the amount so allocated was not fair and reasonable, such claim may be determined by submission to arbitration as herein provided; and in the event the Board of Arbitration shall find that such allocation was not reasonable and fair, it shall determine the fair and reasonable amount to be so allocated. If the outright sale includes free television distribution rights to more than one motion picture, Company shall likewise allocate to each Such Picture a fair and reasonable portion of the sales price of the free television rights; and if the Guild contends that such allocation is not fair and reasonable, the question may be determined by submission to arbitration as above provided. If the Board of Arbitration shall find that such allocation was not fair and reasonable, it shall determine the fair and reasonable amount to be so allocated to each Such Picture. Nothing with respect to the price received on the outright sale of only free television distribution rights in a single Such Picture shall be subject to arbitration except that in the event of a dispute, there may be arbitrated the question of whether the price reported by the Company to the Guild as having been received by the Company on such outright sale is less than the amount actually received by the Company on such outright sale. Sums paid to any advertising agency in connection with any exhibition of any Such Picture on free television shall not be included in Producer's gross.

b. The term "accountable receipts", as used herein, means the balance of the Producer's gross after deducting an arbitrary forty per cent (40%) of the Producer's gross for distribution fees and expenses; except that in the case of an outright sale of free television distribution rights, there shall be deducted only an arbitrary ten per cent (10%) of the Producer's gross for sales commissions and expenses of sale.

c. Company's obligation shall accrue hereunder only after accountable receipts are received by Company but as to foreign receipts such obligation shall accrue only when such receipts can be freely converted to U. S. dollars and are remitted to the United States, and until such time no frozen foreign receipts shall be included in accountable receipts. Payment of amounts accruing hereunder shall be made quarterly on the basis of quarterly statements, as hereinafter provided.

Upon request, and if permitted by the authorities of a foreign country, the Company will transfer to any Writer, in the currency of such foreign country, his share, if any, of frozen foreign receipts in such country, provided the writer will bear any costs involved; and such transfer shall be deemed to be payment to the Writer of an equivalent number of U. S. dollars at the then current free rate for blocked funds of that category as determined by the Company. Concurrently with such transfer the Writer will pay to the Company in U. S. dollars the total amount the Company is required to withhold from such payment under all applicable laws. If the Company utilizes frozen foreign currencies derived from exhibition of Such Picture on free television by conversion thereof to properties that may be freely exported and turned to account, the amount so utilized by the Company shall be deemed to have been converted to U. S. dollars at the then current free market rate for blocked funds of that category determined as above provided. Frozen foreign receipts from free television shall be deemed to be released on a first-in first-out basis, unless the authorities of the foreign country involved designate a specific period that would render such basis inapplicable. Such released funds shall be allocated between Such Picture and other motion pictures distributed by the distributor on free television in the same ratio that receipts, derived from the distribution of Such Picture on free television within the foreign country, bear to the total receipts derived from the distribution of Such Picture and all other motion pictures on free television within the foreign country, during the applicable period, unless the authorities of the foreign country involved require another method of allocation, in which case such other method shall be used. Foreign receipts shall be accounted for in U. S. dollars at the rate of exchange at which such receipts are actually converted and remitted, and should any discounts, taxes duties or charges be imposed in connection with the receipt or remittance of foreign funds, only so much of such funds as remain thereafter shall be included in accountable receipts. Company shall not be responsible for loss or diminuation of foreign receipts as a result of any matter or thing not reasonably within the control of the Company. The Guild and the Writers shall be bound by any arrangements made in good faith by the Company or for its account, with respect to the deposit or remittance of foreign revenue. Frozen foreign receipts shall not be considered trust funds and the Company may freely commingle the same with other funds of the Company. No sums received by way of deposits or security need be included in Producer's gross until earned, but when the Company is paid a non-returnable advance by a distributor, such advance shall be included in the Producer's gross.

d. If any license or outright sale of exhibition rights to Such Picture on free television includes as a part thereof any filmed commercial or advertising material, the Company shall be permitted to allocate a reasonable amount (in accordance with then current standard charges in the industry) to such commercial or advertising material, and the amount so allocated shall not be included in Producer's gross hereunder.

e. The term "Participating Writer", as used herein, means a writer who, while in the employ of the Company or in the employ of the actual Producing Company of Such Picture as described in paragraph h.(4) of this subsection 3. (to which employment the provisions of this Basic Agreement apply), or a professional writer from whom the Company (or such actual producer) acquired literary material (to which acquisition the

provisions of this Basic Agreement apply), participated in the writing of and received credit pursuant to the Theatrical Schedule A hereof for the writing of the story or screenplay upon which Such Picture was based. If Such Picture is a remake of a prior motion picture, the Writers or professional writers who took part in the writing of the story or screenplay of such prior motion picture shall not be regarded as Participating Writers hereunder. The "pro-rata share" payable to each Participating Writer shall be as follows:

> Seventy-five per cent (75%) thereof shall be payable to the credited screenplay writer or writers, twenty-five per cent (25%) thereof shall be payable to the credited story or screenstory writer or writers. In the event there is a minor credit, such as adaptation, the writer or writers receiving such minor credit shall be paid ten per cent (10%) thereof which sum shall be deducted from the screenplay writers' share. The Writer or writers receiving a "written by" credit shall be entitled to one hundred per cent (100%) of the monies.

Any participating writers receiving the same screen credit referred to above shall share equally in such percentage amount specified.

If there are one or more participating Writers who receive screenplay credit and no credit is given for story or screenstory, then the pro-rata share which would have been payable to a participating Writer had he received such story or screenstory credit shall, subject to the provisions of the next following paragraph, be paid to the Participating Writers who receive such screenplay credit. The provisions of the immediately preceding sentence shall also apply with respect to the determination under the Producer-Writers Guild Theatrical Basic Agreement of 1960 and of 1963 of "pro rata shares" payable to Participating Writers as therein defined.

If the Writer's services in Such Picture are performed for the Company on a loan-out basis, then for the purposes of this Article 15A the Company shall be deemed to be the employer, and the lender shall not have any responsibility hereunder with respect to Such Picture. With respect to any Such Picture, if there are one or more Participating Writers who receive credit as aforesaid and one or more Writers who perform services in connection with the writing of the story or screenplay and receive screen credit in connection with said Such Picture, but who are not subject to this Basic Agreement, then that portion of percentage payment of said two per cent (2%) which would otherwise have been payable to such one or more Writers not subject to this Basic Agreement may be retained by Company, and the Company shall not be obligated to pay such portion to any such participating Writer receiving credit as aforesaid.

f. Within a reasonable time after the expiration of each calendar or fiscal quarter, but not exceeding sixty (60) days, Company will furnish or cause to be furnished to the Guild a written report showing the Producer's gross during the preceding quarter from the distribution of each Such Picture by Company on free television with respect to which Company is required to make payments hereunder (whether distributed by the Company or through another distributor).

Concurrently with the furnishing of each such report, the Company will make the payments shown to be due by such report. All payments shall be made by check payable to the order of the Writers entitled thereto, and shall be delivered to the Guild for forwarding to such Writers; and compliance herewith shall constitute payment to the Writers.

No such reports need be furnished with respect to any period during which there was no such Producer's gross. The Company shall also make available for inspection by the Guild all distributor's statements delivered to the Company insofar as they relate to such Producer's gross. The Guild shall have the right, at reasonable times, to examine the books and records of Company as to such Producer's gross pertaining to such distribution of any Such Picture. Company agrees to cooperate in responding to reasonable requests from the Guild as to whether any Such Picture is currently being distributed for telecasting on free television. An inadvertent failure to comply with the reporting provisions of this paragraph f. shall not constitute a default by Company hereunder, provided said failure is cured promptly after notice thereof from the Guild is received by Company

Company shall make all social security, withholding, unemployment insurance, and disability insurance payment required by law with respect to the additional compensation provided for in this Article 15A.

If the Company shall fail to make any payment provided for in this Article 15A to be made to the Writer when and as the same becomes due and payable, it shall bear interest at the rate of ten per cent (10%) per annum on the unpaid balance thereof commencing to accrue ten (10) days after notice in writing to Company from the Guild of such delinquency.

The compensation payable under this Article 15A shall be excluded from the gross compensation upon which the Company contributions are to be made to the Pension Plan.

g. If a Participating Writer's employment agreement with the Company requires that the Writer's compensation shall be based, in whole or in part, upon, or measured by, a percentage of the gross receipts derived from the distribution of Such Picture, then such percentage compensation shall be credited against any amounts payable to the Writer hereunder, and likewise any payment due to the Writer hereunder shall be credited against such percentage compensation. Where all or a part of a Writer's compensation is a specified sum of money, commonly known and referred to as a "deferment", such deferment may not be credited against amounts payable by the Company to such Writer hereunder.

h. With respect to all Such Pictures, the following provisions shall be applicable:

(1) Television Distributor's Assumption Agreement: Prior to the commencement of principal photography of each Such Picture, if the company is not also the distributor on free television of Such Picture, Company shall obtain from the distributor having such free television

distribution rights and deliver to Guild, a separate written agreement herein called "TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT", made expressly for the benefit of Guild as representative of the writers involved, by which such distributor agrees to assume and pay the amounts payable hereunder by reason of the exhibition of such Picture on free television, when and as the same become due. Such agreement shall be substantially in the following form:

"TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT"

"In consideration of the execution of a DISTRIBUTION AGREEMENT between _____ Company, and the undersigned Distributor, Distributor agrees that the motion picture presently entitled _____, is subject to the Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 (hereinafter "Basic Agreement") and particularly to the provisions of Article 15A thereof, pertaining to additional compensation payable to writers when theatrical motion pictures are released to free television, and Distributor hereby agrees expressly for the benefit of the Writers Guild of America, West, Inc., herein called WGA, as representative of the writers whose services are included in such motion picture when telecast to make the additional compensation payment required thereby when such motion picture is exhibited on free television. Distributor for and on behalf of the Company shall make all social security, withholding, unemployment insurance and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

"It is expressly understood that the right of Distributor to license such motion picture for exhibition on free television, or to exhibit or cause or permit such motion picture to be exhibited on free television, shall be subject to and conditioned upon the prompt payment of such additional compensation, in accordance with Article 15A of the Basic Agreement. It is agreed that WGA, in addition to all other remedies, shall be entitled to injunctive relief against Distributor in the event such payments are not made.

"Within a reasonable time after the expiration of each calendar or fiscal quarter, but not exceeding sixty (60) days, Distributor will furnish or cause to be furnished to WGA a written report showing the Producer's gross (as defined in Article 15A of the Basic Agreement) during the preceding quarter from the distribution of such picture by Distributor on free television with respect to which Distributor is required to make payments hereunder (whether distributed by the Distributor or through another distributor licensed by Distributor). Such report shall be accompanied by such payments as may be due.

"Distributor shall also make available for inspection by WGA all Distributor's statements delivered to Company insofar as they relate to Producer's gross. WGA shall have the right at reasonable times and on reasonable notice to examine the books and records of Distributor as to Producer's gross. If Distributor shall fail to make

such payments as and when due and payable, they shall bear interest at the rate of ten per cent (10%) per annum on the unpaid balance thereof commencing to accrue ten (10) days after notice in writing from WGA of such delinquency.

"This DISTRIBUTOR'S ASSUMPTION AGREEMENT shall remain effective and binding upon Distributor as long as it remains the Distributor of such motion picture on free television, and thereafter in perpetuity only if it has provided or guaranteed any of the financing for the production of such motion picture, in accordance with and subject to the provisions of paragraph h. (3)(i) of Article 15A J. of the Basic Agreement.

"Where there is more than one distributor the provisions of such paragraph h.(3)(iii) of Article 15A. J.,of the Basic Agreement shall apply to each distributor which neither provides nor guarantees any of the financing for the production of such motion picture.

"The Distributor has, has not (strike whichever is inapplicable) provided or guaranteed financing for production of such motion picture.

"Date: _____
DISTRIBUTOR

By _____

"Address:

An inadvertent failure on the part of any such distributor to comply with any of the reporting provisions of this paragraph h.(1) shall in no event constitute a default by the Company or such distributor or a breach of this Basic Agreement, provided that such failure is cured promptly after notice in writing thereof from the Guild.

In the event of the expiration or termination of any distribution agreement, the obligation of Company to obtain and deliver to the Guild such TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT shall apply as well to any subsequent distribution agreement entered into by Company and Company shall obtain and deliver an executed TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT within ten (10) days after the execution of each of such subsequent distribution agreement.

If, with respect to any Such Picture distributor is not liable in perpetuity to pay the television fees provided for hereunder, or if there is no distribution agreement made by Company with respect to any Such Picture granting television distribution rights to the distributor, then the Guild, prior to the commencement of principal photography of Such Picture, may require such further financial assurances from Company as it deems advisable to insure performance of Company's obligations to pay the television fees provided for herein, including without limitation the execution of

security agreements, guarantees, or other protective agreements. If any member company of the Association of Motion Picture and Television Producers, Inc., becomes liable in perpetuity under a TELEVISION DISTRIBUTOR'S ASSUMPTION AGREEMENT to pay the television fees provided for hereunder with respect to Such Picture, the Guild will release and cause to be discharged of record all such security agreements, guarantees or other protective agreements entered into or obtained by or from Company, provided, however that Company's primary liability shall not be released thereby.

(2) Buyer's Assumption Agreement.

If the Company shall sell, transfer or assign its rights to exhibit on free television any Such Picture, it shall obtain from such buyer, transferee or assignee, a separate agreement made expressly for the benefit of the Guild as representative of the writers involved, requiring such buyer, transferee or assignee to comply with the provisions of this Basic Agreement with respect to additional compensation to writers by reason of the exhibition of Such Picture on free television, when and as the same become due. Such agreement shall be substantially in the following form:

"BUYER'S ASSUMPTION AGREEMENT"

"For a valuable consideration, the undersigned

_____
(Insert name of Buyer, transferee or assignee)
(hereinafter referred to as Buyer) hereby agrees with
_____ that all motion
(Insert name of Company)
pictures covered by this agreement, a list of which is appended hereto, are subject to the Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 (hereinafter "Basic Agreement") and particularly to the provisions of Article 15A thereof, pertaining to additional compensation payable to writers when theatrical motion pictures are released to free television and Buyer hereby agrees expressly for the benefit of the Writers Guild of America, West, Inc., hereinafter called WGA, as representative of the writers whose services are included in each such motion picture when telecast, to assume and be bound by Company's obligation thereunder to make the additional compensation payments required thereby when each such motion picture is exhibited on free television. Buyer for and on behalf of the Company shall make all social security, withholding, unemployment insurance, and disability insurance payments required by law with respect to the additional compensation referred to in the preceding sentence.

"It is expressly understood that the right of the Buyer to license each such motion picture for exhibition on free television, or to exhibit or cause or permit such motion picture to be exhibited on free television, shall be subject to and conditioned upon the prompt payment of such additional compensation, in accordance with Article 15A of the Basic Agreement. It is agreed that WGA, in addition to all other remedies, shall be entitled to injunctive relief against Buyer in event such payments are not made.

"Within a reasonable time after the expiration of each calendar or fiscal quarter, but not exceeding sixty (60) days, Buyer will furnish or cause to be furnished to WGA a written report showing the "Producer's gross" (as defined in Article 15A of the Basic Agreement during the preceding quarter form the distribution of such Pictures by Buyer on free television with respect to which Buyer is required to make payments hereunder (whether distributed by Buyer or through another distributor licensed by Buyer). Such report shall be accompanied by such payments as may be due.

"Buyer shall also make available for inspection by WGA all Distributor's statements delivered to Buyer insofar as they relate to Producer's gross. WGA shall have the right at reasonable times to examine the books and records of Buyer as to Producer's gross. If Buyer shall fail to make such payments as and when due and payable, they shall bear interest at the rate of ten per cent (10%) per annum on the unpaid balance thereof commencing to accrue ten (10) days after notice in writing from WGA of such delinquency.

"Where there is more than one buyer the provisions of paragraph h.(3)(iii) of Article 15A 3. of the Basic Agreement shall apply to each Buyer.

"BUYER _____

"Date:

"By _____

"Address:

The Company agrees to deliver to the Guild an executed copy of the above referred to Buyer's Assumption Agreement within thirty (30) days after the sale, assignment or transfer of Such Picture, with the name and address of the purchaser or assignee.

Any inadvertent failure on the part of the buyer to comply with any of the reporting provisions of this subparagraph (2) shall in no event constitute a default by the Company or such Buyer or a breach of this agreement, provided that such failure is cured promptly after notice in writing thereof from the Guild.

Upon delivery of such Buyer's Assumption Agreement and on condition that the guild approves in writing the financial responsibility of the purchaser, assignee, or transferee, Company shall not be further liable for the keeping of any such records, or for the payment of such additional compensation for the exhibition of any such pictures on free television, it being agreed that the purchaser, assignee, or transferee, shall solely be liable therefor.

The Guild agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee, it being further agreed that if the Guild, within twnety-one (21) days of receipt of written notice of any such sale, assignment or transfer has not advised the Company that it disapproves the financial responsibility of such purchaser, assignee or transferee, the Guild will be deemed to have approved

the financial responsibility thereof. In the event the Guild advises the Company within such twenty-one (21) day period that it disapproves the financial responsibility of any such purchaser, assignee or transferee and the Company disputes such disapproval, the Company shall have the right, at its election, to cause to be immediately submitted to arbitration, as herein provided, the issue of whether the Guild has unreasonably withheld the approval of the financial responsibility of such purchaser, assignee or transferee for payments due hereunder.

(3) Television Distributor's Liability:
With respect to any Such Picture, the following provisions shall be applicable to the distributor of Such Picture for telecasting on free television:

(i) Where the distributor has provided or guaranteed any of the financing for the production of Such Picture the obligations of the distributor under this Article 15A shall continue in perpetuity notwithstanding the expiration or termination of such distribution agreement, or any foreclosure of a chattel mortgage, security agreement, pledge, or lien on Such Picture. In the case of foreclosure, should such mortgagee, pledgee or security holder or a third party, who is neither the Company or distributor, acquire title to Such Picture and execute the Buyer's Assumption Agreement, and upon condition that the Guild, in its discretion, approves such purchaser's financial responsibility, then when the distributor ceases to be the distributor of Such Picture for telecasting on free television the distributor shall thereupon be released from any and all further obligations under this Article 15A with respect to Such Picture. Should any third party (other than in connection with any such foreclosure) acquire the rights of such distributor to the distribution of Such Picture on free television and execute a Television Distributor's Assumption Agreement pursuant to which it is liable in perpetuity to make the payments under this Article 15A then upon condition that the Guild in its discretion approves such third party's financial responsibility, such distributor shall thereupon be released from any and all further obligations under this Article 15A with respect to Such Picture. However, such distributor shall not be liable for the payment of any television fees based on monies received by a foreign distributor under a "foreign production deal" as defined in subsection 3.a. of this Article 15A with respect to which such foreign distributor or independent producer is not obligated to account to such distributor.

(ii) Where the distributor of Such Picture does not provide or guarantee any of the financing of Such Picture, the Television Distributor's Assumption Agreement shall be binding upon the distributor only as long as it is the distributor of Such Picture on free television.

(iii) Where there is more than one distributor or buyer of Such Picture on free television, the liability of any such distributor or buyer, which neither provides nor guarantees any of the financing for the production of Such Picture, for the payment of television fees under this Article 15A, shall be applicable only to such portion of Producer's gross as is derived by distributor or buyer as the case may be.

The distributor or buyer as used in this sub-paragraph (iii) refers to a distributor or buyer, as the case may be, under any distribution or sale agreement, as the case may be, with Company, as distinguished from an agreement between such distributor or buyer and its sub-distributor.

(4) Acquisition of Title by Company:
If Company was not the actual producer of Such Picture which was produced by a signatory Company but acquired title thereto by purchase, assignment, transfer, voluntary or involuntary, or by foreclosure of a chattel mortgage or security agreement or a pledgee's sale, Company shall nevertheless be obligated to make the payments herein provided when Such Picture is exhibited on free television, unless such payment required hereunder has already been paid.

(5) Financing-Distribution Agreement by Company:
The obligation of the signatory Company hereunder with respect to the payments provided for in this Article 15A shall also apply to any Such Pictures produced by an independent producer under a contract between the signatory Company and such independent producer for the production of such motion picture, and for the financing and distribution thereof by the signatory Company. However, such signatory Company shall not be liable for the payment of any television fees based on monies received by a foreign distributor under a foreign production deal as defined in paragraph a. of this subsection 3., with respect to which such foreign distributor or such independent producer is not obligated to account to such signatory Company. Nor shall such signatory Company be obligated to obtain any Television Distributor's Assumption Agreement from any foreign distributor referred to in paragraph a. of this subsection 3. except if such foreign distributor is obligated to account to such signatory Company pursuant to subparagraph (1) of this paragraph 3. with respect to monies as therein provided.

(6) Company Liability:
It is expressly understood and agreed that Company shall in all events remain bound hereunder to make the payments due by reason of the exhibition of each Such Picture on free television, irrespective of the assumption of such liability by any other person, firm or company as hereinabove provided, except as otherwise expressly provided in this Basic Agreement.

(7) Failure to Deliver Assumption Agreement:

The failure of Company to obtain and deliver an executed assumption agreement as provided in paragraph h.(1) and h.(2) and subparagraph (i) of this Article 15A 3. shall be deemed a substantial breach of this Basic Agreement.

(8) Company's Dissolution:

If Company dissolves and is no longer in the business of producing motion pictures and if a distributor assumes all of the obligations of the Company under this Article 15A and the financial responsibility of the distributor is approved by the Guild in its discretion, the Company shall thereupon be released of any obligation with respect to any payments due hereunder; provided that if the distributor which assumes all of the obligations of the Company is a member company of the Association of Motion Picture & Television Producers, Inc. or if any such member company is permanently liable to pay the television fees provided for in this Article 15A with respect to the motion pictures for which the Company is liable to make such payment of television fees, then the financial responsibility of such distributor shall be conclusively deemed approved and such Company shall be released of any obligation with respect to any such payments.

(9) Networks and Television Stations:

No television network, station, sponsor or advertising agency shall be required to execute any Television Distributor's Assumption Agreement, or Buyer's Assumption Agreement, or a Literary Material Assumption Agreement, except, if it is the distributor of Such Picture on free television or the buyer of the Company's free television rights in Such Picture, as the case may be.

i. If the Company shall sell, transfer, assign or otherwise dispose of its rights in any story or screenplay (to which the provisions of this Article 15A 3. apply, or may apply) prior to the production of a motion picture based thereon, to any person or company (hereinafter referred to as the "Buyer") other than a person or company with headquarters outside the United States, the Company shall obtain from the Buyer a separate agreement in substantially the following form:

"LITERARY MATERIAL ASSUMPTION AGREEMENT"

_____ (hereinafter referred to as the "Buyer") agrees with _____ (Company) that the story, screenplay or story and screenplay covered by this Agreement is subject to the Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 (herein the "Basic Agreement") and particularly to the provisions of Article 15A 3. thereof pertaining to additional payments to Writers on release of a theatrical motion picture based thereon to free television (but excluding paragraph h. of said Article 15A 3.,) and the said Buyer hereby agrees, expressly for the benefit of the Writers Guild of America, West, Inc., (herein referred to as the

Guild) as representatives of the Writers involved, to abide by and perform the provisions of said Basic Agreement and make the additional payments required thereunder, as aforesaid. For the purpose of applying such provisions of said Basic Agreement, the Writer or Writers of such material shall be treated in all respects as though the said material were written by such Writer or Writers while in the employ of the Buyer.

"It is expressly understood and agreed that the rights of the Buyer to exhibit or license the exhibition of any motion picture based upon said material shall be subject to and conditioned upon the payment to the Writer or Writers involved of additional compensation, if any, required under subsection 3. (except paragraph h. thereof) of said Article 15A 3. of said Basic Agreement and it is agreed that the Guild shall be entitled to injunctive relief and damages against Buyer in the event such payments are not made.

"If the Buyer shall sell, transfer, assign or otherwise dispose of its rights in such material to any person or company with headquarters in the United States, it may obtain from the party acquiring such rights a separate agreement in the same form (including this sentence) as this agreement, and will notify the Guild thereof, together with the name and address of the transferee, and deliver to the Guild a copy of such assumption agreement; it being the intent hereof that the obligations herein set forth shall be continuing obligations on the part of such subsequent owners, of such material, so headquartered in the United States."

The Company agrees to give notice to the Guild of such sale, transfer or assignment of the nature above mentioned, with the name and address of the Buyer, and to deliver to the Guild an executed copy of such assumption agreement. An inadvertent failure on the part of the Company to comply with any of the provisions of this paragraph i. shall in no event constitute a default by the Company hereunder or a breach of this Basic Agreement, provided that such failure is cured promptly after notice thereof from the Guild.

Upon delivery of such assumption agreement, Company, or any subsequent owner obtaining the execution of such an assumption agreement, shall not be further liable to the Guild or any Writer for the keeping of any such records or the payment of such additional compensation, or for compliance with credit obligations insofar as they relate to the broadcast of Such Picture on free television; and the Guild agrees to look exclusively to the party last executing such an assumption agreement for the keeping of such records, payment and compliance with credit obligations. If a company with headquarters outside the United States is a subsidiary of the Company, or the Company is the distributor of Such Picture for such a company, then for the purposes of this paragraph i. such company shall be deemed to be headquartered only in the United States.

j. Anything to the contrary herein notwithstanding, it is agreed that the provisions of this subsection 3. apply only if Such Picture is first exhibited on free television after Such Picture has had a bona fide theatrical release. For such purpose Such Picture may be regarded as having had a bona fide theatrical release even though such release has not fully completed, or shall not have been withdrawn from, its

theatrical release, and even though Such Picture may have been released theatrically only domestically or theatrically only in foreign countries or territories. If Such Picture is exhibited on free television prior to the time that it has had a bona fide theatrical release, then the release of Such Picture to free television shall be governed by the provisions of the Basic Agreement then in effect between the parties hereto, but only with respect to the provisions thereof relating to additional compensation for television reruns on free television. The provisions of this subsection 3. shall not apply to the televising of trailers or advertising a motion picture by shots, etc., substantially in the nature of a trailer, or to the use of stock shots.

k. Notwithstanding the sooner termination of this agreement, the parties hereto agree that the terms and conditions of this subsection 3. shall apply and remain in full force and effect, and without change, to Such Pictures produced by the Company, the principal photography of which commenced between June 16, 1970 and June 15, 1973 both dates inclusive, regardless of when (either during or at any time after the expiration of the term of this Basic Agreement or of such period) Such Pictures are released to free television, and regardless of the terms or provisions of any Basic Agreement which is a modification, extension or renewal of, or substitution for this Basic Agreement.

4. Pay Television

The Guild shall have an election to select one of the two alternative pay television provisions listed below. Such right of election may be exercised by the Guild (but may be exercised only once), during the term of this Basic Agreement. If the Guild reopens this Basic Agreement pursuant to one of the alternatives below, it shall make such election at the time of such reopening. If the Association of Motion Picture and Television Producers, Inc. on behalf of its members subject to this Basic Agreement desires to reopen this Basic Agreement on Pay TV it shall notify the Guild, and the Guild within ten (10) days after such notice shall make such election by advising the Association of Motion Picture and Television Producers, Inc., in writing which one of the alternatives below the Guild has selected.

The two alternative pay television clauses referred to above are as follows:

a. Alternative A.

(1) Pay Television - The Company takes the position that pay television is an extension of, or substitution for, the theatrical exhibition. The Guild, on the other hand, notwithstanding the provisions of Article 1A.2., takes the position that pay television is a new and different medium, that it is not an extension of, or a substitute for, the theatrical box office, and that the exhibition of pictures on pay television is not theatrical exhibition. Notwithstanding the foregoing, the Guild agrees, with respect to all pictures the principal photography of which commenced prior to the expiration of this Basic Agreement, that the Guild will not at any time either during the term of this Basic Agreement or thereafter make any claim for any additional compensation of any kind with respect to the exhibition, at any time, of

any such picture on pay television. It is agreed, however, that if this Basic Agreement be reopened by the Guild or by the Association of Motion Picture and Television Producers, Inc. on behalf of its members subject to this Basic Agreement on pay television with respect to theatrical motion pictures, as provided in subparagraph (2) below, the provisions of the next preceding sentence shall not be applicable with respect to theatrical motion pictures the principal photography of which commences after such reopening; and it is further agreed that in the event that any other guild or union which has the right to reopen on pay television with respect to theatrical motion pictures, does, in such reopening obtain retroactivity with respect to such pay television, then the provisions of the next preceding sentence shall not be applicable in the event of reopening by the Guild or by the Association of Motion Picture and Television Producers, Inc. pursuant to the provisions of subparagraph (2) below.

(2) Subject to the provisions of the preceding subparagraph (1), the Guild or the Association of Motion Picture and Television Producers, Inc. on behalf of its members subject to this Basic Agreement, shall have the right on sixty (60) days written notice given any time after June 16, 1970, to reopen this Basic Agreement with respect to pay television relating only to theatrical motion pictures. In the event that no agreement is reached in such negotiations within a period of sixty (60) days after such reopening either the Guild or the Association of Motion Picture and Television Producers, Inc., on behalf of its members subject to this Basic Agreement may, upon a thirty (30) day written notice to the other party terminate this Basic Agreement. The foregoing provisions of this subparagraph (2) do not apply to motion pictures covered under the next succeeding subparagraph (3).

(3) Company agrees that prior to the employment of any writer in a motion picture intended primarily for exhibition on pay television, other than for tests or experimental purposes, Company will give at least sixty (60) days advance notice to the Guild of such proposed employment, Company and Guild agree to meet within thirty (30) days from receipt of such notice for the purpose of negotiating with respect to other terms and conditions for such employment. If no agreement is reached with respect thereto within such sixty-day period, the Guild may, upon a thirty-day written notice to Company instruct its members to withhold services with respect to the production of such motion picture. Any dispute between the Guild and the Company as to whether such motion picture is intended primarily for exhibition on pay television, other than for tests or experimental purposes, shall be subject to arbitration under the provisions of this Basic Agreement. The sixty-day period hereinabove referred to commences on the day following the date of the award of the Board of Arbitrators, that such motion picture is intended primarily for exhibition on pay television other than for tests or experimental purposes.

b. Alternative B.

(1) Pay Television - This Basic Agreement sets forth all of the minimum wage scales and working conditions for all writers employed in motion pictures produced for theatrical exhibition. For the purpose of this Basic Agreement

"theatrical exhibition" shall be deemed to include any form of pay television. However, the Guild or the Association of Motion Picture and Television Producers, Inc. on behalf of its members subject to this Basic Agreement, shall have the right on sixty (60) days written notice given any time after June 16, 1970 to reopen this Basic Agreement with respect to pay television, other than with respect to motion pictures intended primarily for exhibition on pay television covered under the next succeeding subparagraph (2). Nothing herein shall limit the scope of negotiations on said subject, but neither this provision nor such agreement to reopen shall create any interference with respect to the merits of any position currently held or hereafter taken by either party in such negotiations. In the event that no agreement is reached in such negotiations within a period of sixty (60) days after such reopening, either the Guild, or the Association of Motion Picture and Television Producers, Inc. on behalf of its members subject to this Basic Agreement, may upon a thirty (30) days written notice to the other party, terminate this Basic Agreement.

(2) Company agrees that prior to the employment of any writer in a motion picture intended primarily for exhibition on pay television, other than for tests or experimental purposes, Company will give at least sixty (60) days advance notice to the Guild of such proposed employment. Company and the Guild agree to meet within thirty (30) days from receipt of such notice for the purpose of negotiating with respect to the terms and conditions for such employment. If no agreement is reached with respect thereto within such sixty-day period, the Guild may, upon a thirty-day written notice to Company instruct its members to withhold services with respect to the production of such motion picture. Any dispute between the Guild and the Company as to whether such motion picture is intended primarily for exhibition on pay television, other than for tests or experimental purposes, shall be subject to arbitration under the provisions of this Basic Agreement. The sixty-day period hereinabove referred to commences on the day following the date of the award of the Board of Arbitrators, that such motion picture is intended primarily for exhibition on pay television other than for test or experimental purposes.

5. Small Accountings - With regard to all television licensing payments required under this Article 15A the Company may accrue such payments until the aggregate is equal to $50 at which time the payment provision of the appropriate subparagraph shall be effective, except that in any event all accrued amounts of less than $50 due to the writer shall be paid no later than thirty (30) days following the close of the calendar year in which accrued. Nothing herein shall relieve the Company of its obligation to make the accounting reports required elsewhere herein.

6. At the request of the Guild, the Company authorizes the three (3) Networks (ABC-CBS-NBC) as well as any television station to advise the Guild of the fact that a payment was or was not made by the network or station for, and the date of any previous telecast of, a theatrical motion picture specified in the Guild's request.

7. In the event that a Company liable for the payments required hereunder shall license a motion picture to television stations owned or controlled by it, or to a Network owned or controlled by it, the "accountable receipts" shall be comparable to the accountable receipts paid to distributors by comparable stations or comparable Networks, as the case may be, for comparable telecasts of comparable motion pictures in comparable markets and the accountable receipts paid to Company by comparable stations or comparable Networks, as the case may be, for the comparable telecasts of such motion picture in comparable markets.

Article 15 Television Exhibition
Re-Runs & Foreign Telecasts of TV Films

B. TELEVISION

1. United States and Canada

a. The minimum compensation above provided for in Article 13B shall constitute payment in full for the telecasting of such film once in each city in the United States and Canada in which any television broadcasting station is now located and once in each city in the United States and Canada in which any television broadcasting station is hereafter for the first time established.

b. Rerun Formula in the United States and Canada

(1) A television film which has been telecast not more than once in any city in the United States and Canada is in its first run. A television film which has been telecast more than once, but not more than twice, in any city in the United States and Canada, is in its second run. A similar test applies in determining when a television film is in its third and succeeding runs.

(2) In the event a television film based upon literary material to which this Basic Agreement applies, is telecast for more than one (1) run in any city in the United States or Canada, the writer or writers who receive story and teleplay screen credit therefor shall be paid additional compensation which, in the aggregate, shall not be less than the following amounts (if more than one writer shares a story or teleplay credit than all of the writers sharing each credit shall be considered a unit and shall participate equally in and receive in the aggregate the re-run payments applicable thereto; except that in case of a comedy-variety program the Union shall determine the proportions in which such participating writers will share the re-run payment, will notify the Company thereof and Company will make payments accordingly):

(a) For the second run, not less than 50% of the writer's applicable minimum compensation if such second run includes the telecasting of such film over a television network, otherwise such payment shall be not less than 40% of the writer's applicable minimum compensation;

(b) For the third run, not less than 40% of the writer's applicable minimum compensation if such third run includes the telecasting of such film over a television network, otherwise such payment shall be not less than 30% of the writer's applicable minimum compensation;

(c) For the fourth run, not less than 25% of the writer's applicable minimum compensation;

(d) For the fifth run, not less than 25% of the writer's applicable minimum compensation;

(e) For the sixth run, not less than 25% of the writer's applicable minimum compensation;

(f) For the seventh run, not less than 15% of the writer's applicable minimum compensation;

(g) For the eighth run, not less than 15% of the writer's applicable minimum compensation;

(h) For the ninth run, not less than 15% of the writer's applicable minimum compensation;

(i) For the tenth run, and all additional runs, a single fee of not less than 15% of the writer's applicable minimum compensation.

(3) The "applicable minimum compensation" is the minimum salary or amount required to be paid, under the provisions of this Basic Agreement, for the type of story or teleplay involved.

(4) If a writer or writers are entitled to the applicable minimum payments per episode required to be made on account of exploitation of the television sequel rights (as provided in Article 16B1., paragraph f. hereof), or on account of exploitation of character rights (as provided in paragraph h. of subsection 14 of this Article 15B), or on account of the production of programs entitling a writer to per episode payments pursuant to paragraph a. of subsection 14 of this Article 15B, and if an episode for which such a payment is required is telecast for more than one (1) run in any city in the United States or Canada, the writer or writers entitled to such payments shall be paid additional compensation calculated as provided in subparagraph (2) above, and for such purpose the "applicable minimum compensation" is such applicable minimum payment.

(5) The Company shall pay as provided herein for each respective re-run, not later than four months after the first telecast of the respective re-run in any city in the United States or Canada. However, in the event any re-run is telecast on a television network (or on a regional television network) the Company shall make the appropriate re-run payment not later than thirty (30) days after the telecast of such re-run.

(6) The term "television network" as used in this paragraph shall mean the network facilities of the American Broadcasting Company, the Columbia Broadcasting System, Inc., or the National Broadcasting Company except in the case (i) when television films are telecast on any single regional network presently established, and (ii) when television films are telecast on any single regional network which may hereafter be established and which does not include New York, Chicago or Los Angeles.

2. Foreign Telecasting Formula

a. In the event such television film is telecast in any part of the world outside the United States and Canada, the writers referred to in 1.b.(2) above, shall be paid additional compensation for such foreign telecasting which shall call for:

(1) initial payment of not less than 15% of their applicable minimum compensation payable not later than six months after the first foreign telecast, and

(2) 10% of the applicable minimum when the Distributor's Foreign Gross exceeds $7,000.00 for half-hour pictures, $13,000.00 for one-hour pictures, or $18,000.00 for pictures in excess of one hour in length. Such payment to be made no later than thirty (30) days after such gross has been so exceeded, and

(3) a final payment of 10% of the applicable minimum compensation when the Distributor's Foreign Gross exceeds $10,000.00 for half-hour pictures, $18,000.00 for one-hour pictures, or $24,000.00 for pictures in excess of one hour in length. Such payments to be made no later than thirty (30) days after such gross has been so exceeded.

b. After the writer has received a total of 35% of his applicable minimum compensation with respect to any television film, no further sums shall be payable by reason of the Distributor's Foreign Gross received thereafter.

c. The term "foreign telecasting" as used herein, shall mean any telecast (whether simultaneous or delayed) outside the United States, its territories and possessions, and Canada, other than a telecast on any of the following regularly affiliated stations of a United States television network as a part of the United States network television telecast: XH-TV, Mexico City; ZBM, Pembroke, Bermuda, for CBS; XEW-TV or XEQ-TV or XH-TV or XHGC Mexico City, and ZBM, Pembroke, Bermuda for NBC; and XE-TV Tijuana; and ZFB, Hamilton, Bermuda, for ABC.

d. As used herein the term "Distributor's Foreign Gross" shall mean with respect to any television film, the absolute gross income realized by the distributor of such picture from the foreign telecasting thereof and including, in the case of a "foreign territorial sale" by any such distributor, the income realized from such sale by such distributor but not the income realized by the "purchaser" or "licensee." The phrase "absolute gross income" shall not include:

(1) Sums realized or held by the way of deposits or security, until and unless earned, other than such sums as are nonreturnable.

(2) Sums required to be paid or withheld as taxes, in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts of the television film or on any monies to be remitted to or by the distributor, but there shall not be excluded from distributor's foreign gross any net income, franchise tax or excess profit tax or similar tax payable by the distributor on its net income or for the privilege of doing business.

(3) Frozen foreign currency until the distributor shall have either the right to use such foreign currency in or to transmit such foreign currency from the country or territory where it is frozen. In the event such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to United States dollars at the prevailing free market rate of exchange at the time such right to use or transmit accrues.

Distributor's foreign gross realized in foreign currency in any reporting period required hereunder shall be deemed to be converted to United States dollars at the prevailing free market rate of exchange at the close of such reporting period.

e. If any transaction involving any television film subject to a foreign telecast payment under this Basic Agreement shall also include motion pictures, broadcast time, broadcast facilities or material (including commercial or advertising material) which are not subject to such payment, there shall be a reasonable allocation between the television films which are subject to a foreign telecast payment and such other pictures, time, facilities or material, and only the sums properly allocable to pictures which are subject to a foreign telecast payment shall be included in Distributor's Foreign Gross.

3. Application of Excess: Company, at its option, may make any part or all of the additional payments for re-runs and foreign telecasts provided herein, at the time of employment of writer or at any time prior to the time the same is due (but only if the agreement between the Company and writer with respect thereto is set forth in writer's individual contract); provided that no part of writer's initial compensation which is at or less than twice the applicable minimum compensation herein set forth may be applied against such re-run and foreign telecast payments, or either.

4. All payments of additional compensation for re-runs or foreign telecasts shall be made promptly by check, payable to the order of the writer entitled thereto, and if not initially paid to the writer, shall be delivered to the Guild for forwarding to such writer and compliance herewith shall constitute payment to the writer. The Company shall accompany such checks with a statement of the title of the film and the use for which such payment is made. If Company fails to pay such additional compensation when due and payable such delinquent payment shall bear interest at the rate of ten per cent (10%) per annum commencing to accrue from the date of such delinquency.

5. The Company shall keep or have access to (i) complete records showing all cities in the United States and Canada in which all television films subject to this Basic Agreement have been telecast and the number of telecasts in each such city, the television stations on which telecast, and the dates thereof, and (ii) complete records showing Distributor's Foreign Gross for such television films to the extent that such records are pertinent to the computation of payments for foreign telecasting. Company shall also keep or have access to such records as are necessary for the computation of additional compensation for re-runs and foreign telecasts for so long as such re-run or foreign telecast payments may be due or payable. The Guild shall have the right, at all reasonable times, to inspect such records. The undersigned shall give the Guild prompt written notice of the date on which each television film covered hereby is first telecast in any city in the United States and Canada for the second run and for each subsequent run thereafter to and including the tenth run.

6. With respect to each television film which is distributed for foreign telecasting, Company shall furnish reports to the Guild and the Association of Motion Picture and Television Producers, Inc., showing Distributor's Foreign Gross derived from such television film until:

a. such television film has been withdrawn from distribution for foreign telecasting, or

b. all of the writers on such television film have received the full additional payments for such foreign telecasting to which they are entitled pursuant to subsection 2. above.

Such reports shall be rendered to the Guild on a quarterly basis during the first three (3) years in which any such television film is distributed for foreign telecasting on a semi-annual basis for the next following two (2) years and on an annual basis thereafter. Company agrees to cooperate in responding to reasonable requests from the Guild as to whether any television film is currently being distributed for foreign telecasting.

An inadvertent failure on the part of the Company to comply with the reporting provisions of this Section shall in no event constitute a default by the Company or a breach of this Basic Agreement, provided such failure is cured promptly after notice thereof from the Guild.

7. If a writer's individual employment contract contains a provision giving such writer a percentage or other participation in the receipts, revenues or profits of a television film, such payment may be credited against the minimum additional compensation for re-runs and foreign telecasts or either provided herein, but writer, in any event, shall be entitled to be paid not less than such minimum additional compensation for re-runs, and foreign telecasts, or either, as the case may be, and any payment on account thereof shall likewise be credited against such participation; provided that amounts received by writer as a percentage or other participation in the receipts, revenues or profits of the television film may not be credited against the minimum additional compensation for re-runs or foreign telecasts until writer has received as compensation from all sources an amount equal to twice the applicable minimum compensation.

8. Television Assumption Agreement:

If Producer shall sell, transfer, assi or otherwise dispose of its television rights in any television film or y literary material covered hereby, it shall obtain from such buyer a arate agreement made expressly for the benefit of Guild as representative of the writers entitled to additional compensation under this Article 15B requiring such buyer to comply with the provisions of this Basic Agreement with respect to such additional compensation to such writers for re-runs and foreign telecasting, or either of such film and the credit provisions of the Television Schedule "A" hereof. Such agreement shall be substantially in the following form:

"The undersigned _____ (hereinafter
(insert name of Buyer)
referred to as 'Buyer') hereby agrees with _____
(insert name of Company)
that all television films (based upon literary material being acquired hereunder) covered by this Agreement are subject to the Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 (herein Basic Agreement); and particularly to the provisions thereof pertaining to the payment of additional compensation to writers for re-runs and foreign telecasting of such television films, and the Television Schedule "A" relating to screen credit, and said Buyer hereby agrees, expressly for the benefit of the Guild as representative of such employees involved, to abide by and perform the provisions of said Basic Agreement and make the additional compensation payments required thereby and to cause the requisite screen and advertising credits to be given. Buyer for and on behalf of the Company shall make all Social Security, withholding, Unemployment Insurance and Disability Insurance payments required by law with respect to the additional compensation referred to in the preceding sentence. Buyer further agrees for and on behalf of the Company to make all appropriate contributions to the Producer-Writers Guild of America Pension Plan required under the above-mentioned Basic Agreement with respect to such additional compensation. It is expressly understood and agreed that the rights of Buyer to telecast such film shall be subject to and conditioned upon the prompt payment to such writers involved of additional compensation for re-runs and foreign telecasting of said television film as provided in said Basic Agreement and his abiding by the credits provisions of such Schedule "A", and it is agreed that Guild shall be entitled to injunctive relief and damages against Buyer in the event such payments are not made or such credit be not given.

"The Buyer agrees to keep or have access to (i) complete records showing all cities in the United States and Canada in which all television films covered by this Agreement have been telecast and the number of telecasts in each such city, the television stations on which telecast, and the dates thereof and (ii) complete records showing Distributor's Foreign Gross for such films to the extent that such records are pertinent to the computation of payments for foreign telecasting. Writers Guild of America shall have the right at all reasonable times to inspect such records. The Buyer shall also keep or have access to such records as are necessary for the computation of additional compensation for re-runs and foreign telecasting for so long as such re-run or foreign telecasting payments may be due or payable. The Buyer shall give Writers Guild of America prompt written notice of the date on which each film covered hereby is first telecast in any city in the United States or Canada, for the second run and for each subsequent run thereafter to and including the tenth run. With respect to each television film which is distributed for foreign telecasting, the Buyer shall furnish reports to the Writers Guild of America showing Distributor's Foreign Gross derived from such film until (i) such film has been withdrawn from distribution for foreign telecasting, or (ii) all of the writers entitled to additional compensation for foreign telecasting have received the full additional payments for such foreign telecasting to which they are entitled pursuant to subsection 2. of Article 15B of the Basic Agreement. Such reports shall be rendered to the Guild on a quarterly basis during the first three (3) years in which any such film is distributed for foreign telecasting, on a semi-annual basis for the next following two (2) years and on an annual basis thereafter. The Buyer agrees to cooperate in responding to reasonable requests from the Guild as to whether any film is currently being distributed for foreign telecasting. An inadvertent failure to comply with said requirement of notice shall not constitute a default by the Buyer hereunder, provided said failure is cured promptly after notice thereof from Writers Guild of America."

Company agrees to give notice to the Guild within thirty (30) days of each sale, assignment or transfer of a television film or literary material which is subject to this Basic Agreement, with the name and address of the purchaser, or assignee, and to deliver to the Guild an executed copy of the above referred to Television Assumption Agreement together with a complete list of writers receiving such screen credit for such television film including social security numbers and re-run salary information. Failure to comply with this requirement shall be deemed a substantial breach of this Basic Agreement. An inadvertent failure on the part of the company to comply with any of the provisions of this paragraph shall in no event constitute a default by the Company or a breach of this Basic Agreement provided that such failure is cured promptly after notice thereof from the Writers Guild of America.

Upon delivery of such Television Assumption Agreement and on condition that the Guild approves in writing the financial responsibility of the purchaser, assignee or transferee, Company shall not be further liable for the keeping of any such records to the Guild or writer or for the payment of such additional compensation for re-runs or foreign telecasting or for contributions to the Producer-Writers Guild of America Pension Plan or for credit, which are required in connection therewith, it being agreed that the purchaser, assignee or transferee shall solely be liable therefor.

The Guild agrees that it will not unreasonably withhold its approval of the financial responsibility of any such purchaser, assignee or transferee, it being further agreed that if the Guild within twenty-one (21) days of receipt of notice of any such sale, assignment or transfer has not advised the Company that it disapproves the financial responsibility of such purchaser, assignee or transferee, the Guild will be deemed

to have approved the financial responsibility thereof. In the event the Guild advises the Company within such twenty-one (21) day period that it disapproves the financial responsibility of any such purchaser, assignee or transferee and the Company disputes such disapproval, the Company shall have the right, at its election, to cause to be immediately submitted to arbitration, pursuant to the provisions of Articles 10, 11, and 12 hereof, the issue of whether the Guild has unreasonably withheld the approval of the financial responsibility of such purchaser, assignee or transferee.

9. Continuance of Company's Responsibility:
No television network, station, sponsor, or advertising agency which is not the producer of a television film shall be liable for payment of such additional compensation unelss it becomes the owner of the Company's television rights therein. It is expressly understood and agreed that the mandatory assumption agreement provisions of subsection 8. above shall not be deemed to apply to distribution agreements whereby the Company licenses a distributor to distribute television films. However, Company may, if it wishes, obtain an assumption agreement from any such distributor or other licensee of television films but the obtaining of any such assumption agreement shall in no event relieve Company from the obligation to keep records hereunder or from the obligation to make payment of additional compensation for re-runs or foreign telecasts and should Company obtain any such assumption agreement from any such distributor, such distributor or licensee and Company may, if Company wishes, be made jointly and severally liable for the keeping of such records and for the making of any such re-run and foreign telecast payments, except that such distributor shall not be liable for such payments or record keeping other than such obligations which arise from telecasts made under the distribution agreement of such distributor.

10. Re-run or Foreign Telecast of Excerpt of Television Film:
The use of excerpts from television films for promotional or trailer purposes shall not be deemed a run or a foreign telecast hereunder. The excerpting of so-called "stock shots" (as customarily understood in the industry - i.e., shots excluding dialogue or identifiable characters) by Company from television film for transposition to and use in other television films shall not be deemed to be a run or foreign telecast hereunder. The use and broadcast of an excerpted portion of a television film to which this Basic Agreement applies in a news or factual documentary type program (whether live or film) shall not be considered a run or foreign telecast under this Basic Agreement, provided that (i) the running time of such portion is to be not more than five (5) minutes for each thirty (30) minutes of running time of the film from which it was excerpted; (ii) the running time of such portion is less than one-fourth (1/4) of the running time of the program into which it is inserted; and (iii) in the case of a re-run, Company shall pay the writer thereof a sum not less than one-third (1/3) of the compensation, if any, which would be applicable to a re-run of the entire program from which the portion was excerpted.

11. During the negotiating leading to the 1966 Television Agreement, the Company's representatives contended that television series which, in general, have been cancelled after less than a full two-year run on a network (hereinafter called "short term series"), are in many cases economically impracticable to distribute in the syndication market, because of the inability of the Company to derive sufficient revenue therefrom to pay the fixed re-run fees which are payable to writer by reason of such exhibition. Companies have contended that a lower or more flexible schedule of re-run fees may, if appropriate circumstances, provide writers with additional compensation which would not otherwise be received and would replace a substantial number of programs during the daytime hours which do not provide compensation to writers.

The Guild has consented, on an experimental basis, to the following arrangement with respect to such short term series:

a. As to any such series, whether produced prior or subsequent to the effective date hereof, the Company may discuss with the Guild a proposed compensation plan for syndicated re-runs, other than as set forth in this Basic Agreement under which the series was produced, which Company desires to have negotiated with the individual writers. Such plan shall be limited to re-runs in syndication in the United States and Canada, which occur only during daytime hours.

b. If the Guild finds the proposed compensation plan is acceptable and feasible, the Guild agrees to contact the writers and submit such proposed compensation plan to them for their approval. The Guild will advise the Company of the result of its submission and will not unreasonably withhold a waiver permitting the use of such compensation plan with respect to writers who have consented thereto, subject to the limitations hereof; provided that it shall be the obligation of the Company in each instance to secure formal written amendments incorporating such compensation plan in the individual employment contracts of each writer consenting thereto. Nothing herein shall be deemed, however, to require any individual writer to consent to any such proposed compensation plan.

12. Small Accountings - With regard to all residual payments required under this Article 15B, the Company may accrue such payments until the aggregate is equal to $50.00 at which time the payment provision of the appropriate paragraph shall be effective, except that in any event all accrued amounts of less than $50.00 due to the writer shall be paid no later than thirty (30) days following the close of the calendar year in which accrued. Nothing herein shall relieve the Company of its obligation to make the accounting reports required elsewhere herein.

13. Additional Compensation for Theatrical Exhibition

In the event a television film, based upon literary material to which this Basic Agreement applies, is exhibited theatrically, the writer or writers employed thereon who receive story and teleplay screen credit therefor shall be paid additional compensation which in the aggregate shall not be less than the total minimum compensation applicable to such literary material as specified in Article 13B, 7.a.,b., c. and e. hereof. Such additional compensation shall be paid regardless of whether such film is exhibited alone or as a part of or in combination with other films; and if such film is combined with other television films, the additional compensation for such theatrical release shall be not less than the total minimum compensation applicable to the writing of all such television films or parts thereof which have been so combined. If more than one writer shares the story or teleplay credit, then all of the writers sharing each credit shall be considered a unit and shall participate equally and receive in the aggregate the theatrical exhibition payment applicable thereto except that in the case of a comedy-variety program the Guild shall determine the proportions in which such participating writers will share the theatrical exhibition payment, will notify the Company thereof and Company will make payments accordingly

a. Such additional compensation for theatrical exhibition shall be payable whenever such television film (in whole or in substantial part) is placed in any theatrical exhibition.

b. All payments of such additional compensation for theatrical exhibition shall be made promptly by check payable to the order of the writer entitled thereto, and if not paid to the writer at the time of employment shall be delivered to Guild for forwarding to such writer, and compliance herewith shall constitute payment to the writer.

c. The Company at its option, may make the additional payment for theatrical exhibition at the time of the employment of the writer or at any time prior to the time the same is due (but only if the agreement between the Company and the writer with respect thereto is set forth in the writer's individual contract); provided that only such part of the compensation initially paid to the writer as shall exceed twice the applicable minimum compensation may be applied in prepayment of additional compensation for theatrical exhibition.

Any exhibition of a film, other than through the medium of free television, shall constitute a theatrical exhibition and (subject to the provisions of subsection 16. of this Article 15B) payment for such theatrical exhibition shall be as herein provided, except that this shall not apply to showings where no fee or admission charge is paid by the viewing audience.

If the Company shall sell, transfer, assign or otherwise dispose of its theatrical exhibition rights in any television film, it shall obtain from the buyer a separate agreement in substantially the form prescribed with respect to re-runs, requiring the buyer to comply with the provisions of this Basic Agreement with respect to additional compensation payable to the writer for theatrical exhibition of the film; and upon obtaining such agreement Company shall not be further liable to the Guild or writer for the payment of additional compensation for theatrical exhibition.

The excerpting of so-called "stock shots" by Company from television film for transposition to and use in otherwise separately produced theatrical film shall not be deemed to be an exercise of the theatrical exhibition rights by Company within the meaning of this paragraph.

If Company shall produce a film budgeted at $125,000.00 or more intended primarily for television release and it shall thereafter release such film theatrically in any country in the world, Company shall pay to writer any amount by which the established flat deal theatrical motion picture minimum for such film at the time of its production shall exceed the total of the minimum applicable compensation and minimum theatrical exhibition payments required to be made hereunder. The established flat deal theatrical motion picture minimum shall be the compensation set forth in Article 13A hereof.

14. Additional Compensation for Certain Uses of Serial or Episodic Series Material

Except as hereinbelow specifically provided, the Company shall have the right to use the literary material written for serial or episodic type television series in any field or medium whatsoever without any obligation to pay to the writer or writers thereof additional compensation. Additional compensation shall be paid to the writer of a story or a story and teleplay for an established serial or episodic series television film as provided in this subsection 14., provided that the terms of this Basic Agreement relating to rights in material apply to such story or story and teleplay as provided in Article 2 hereof. A writer who contributes to the writing of a teleplay based upon or adapted from a story created and written by another person shall not be entitled to any payments under the provisions of this subsection 14. If such a teleplay be based upon a story in the public domain or upon a story owned by the Company the writer of such teleplay shall not be entitled to any payments under the provisions of this subsection 14. except as provided in paragraph *l.* below. A writer employed to rewrite or polish a teleplay written by another person shall not be entitled to any payments under this subsection 14. If more than one

writer qualifies for the additional compensation under this subsection 14. then all such writers shall be considered a unit and shall participate equally and receive in the aggregate the additional compensation payable hereunder. Except as hereinbelow specifically provided, the Company shall have the right to use the material written for serial or episodic type television series in any field or medium whatsoever without any obligation to pay to the writer or writers thereof additional compensation. Such additional compensation shall be as follows:

a. If Company produces a theatrical motion picture based upon such material, it will pay to the writer the sum of $1834.00 - ($2274.00) or two per cent (2%) of the above-the-line costs (excluding all theatrical script writing costs and deducting from the above-the-line costs an arbitrary $2,000 representing the value of the underlying rights) or the applicable minimum compensation for a screenplay under the then current basic agreement, whichever is the greater.

b. If Company licenses or grants to any third party the right to use the material as the basis for a theatrical motion picture, it shall require such third party to agree in writing to pay to the writer the sum of $1834.00 - ($2274.00) or two per cent (2%) of the above-the-line costs (excluding all the theatrical script writing costs and deducting from the above-the-line costs an arbitrary $2,000.00 representing the value of the underlying rights), whichever is greater, and such undertaking by the third party will relieve the Company of any obligations to the writer in connection with such license or grant.

c. If Company produces a radio program based upon such material, it will pay to the writer the sum of $91.00 - ($113.00) for each national radio network broadcast the sum of $61.00 - ($76.00) for each regional radio network broadcast and the sum of $61.00 - ($76.00) for the unlimited right to use in syndication any transcription made of a program.

d. If the Company licenses or grants to any third party the right to use the material as the basis for a radio program, Company will pay to the writer an amount equal to fifty per cent (50%) of Company net receipts therefrom. The net receipts to the Company shall be computed by deducting from the gross amounts paid to the Company on account of such license or sale of the radio rights all royalties, license fees or participations which the Company is contractually obligated to pay by reason of the license or grant of the radio rights, together with agents' commissions, if any, on the license or grant of such radio rights.

e. If Company exercises the dramatic rights in such material by producing a play on the speaking stage, it will pay to the writer an amount equal to one per cent (1%) of the gross box office receipts of the play.

f. If the Company licenses or grants to any third party the right to use the dramatic rights in the material, Company will pay to the writer an amount equal to twenty-five per cent (25%) of the gross receipts derived by the Company from the license or sale of such rights.

g. If the Company licenses or grants to any third party the publication rights to such material (other than publication rights customarily granted for advertising or publicizing the exploitation of any other rights in the material) Company will pay to the writer an amount equal to twenty-five (25%) of the Company's net receipts derived therefrom. The net receipts to the Company shall be computed by deducting from the gross amounts paid to the Company on account of such license or sale of the publication rights, all costs, expenses and charges incident to such licensing or sale, including royalties, commissions and other amounts which the Company is contractually obligated to pay by reason of such publication or measured by

receipts derived therefrom.

h. If the writer introduces a new character in the serial or episodic series, and the characterization of such character is fully developed and fully described in the material written by the writer, and from such development and description the character appears to be unique and the principal creation of the writer, and if the Company uses such character as the central character with a continuing role in a new and different serial or episodic type television series, the Company will pay to the writer the sum of two hundred and ninety-seven ($297.00) for each episode of such new and different series produced and broadcast, provided that such writer shall be entitled only to 60% of said amount for 15-minute episodes but shall be entitled to 190% of said amount for 60-minute episodes and 250% of said amount for 90-minute or longer episodes. Said applicable amount shall be paid in the same manner as provided in subsection 1. of Article 16 B with respect to television sequel rights and re-run payments will be made in accordance with Article 15B, the "applicable minimum compensation" for such purpose being said applicable amount. If the Company licenses or grants to any third party the right to use such a new character in the manner described in this paragraph h., the Company will require such third party to agree in writing to pay to the writer the amounts hereinabove provided, and such undertaking by the third party will relieve the Company of any obligations to the writer in connection with such license or grant.

i. If such a teleplay is used for a live television broadcast, and no writer is employed to rewrite, adapt or revise such teleplay for the live broadcast, the Company will pay to the writer for each live telecast (which live telecast shall include without additional compensation supplementary coverage as defined by the then current WGA Live Television Freelance Minimum Basic Agreement) the applicable minimum compensation under the then current WGA Live Television Freelance Minimum Basic Agreement.

j. If a writer is employed to rewrite, adapt or revise such material for a live television broadcast, and such rewritten, adapted or revised material shall be used for a live television broadcast, each such live broadcast (including supplementary coverage as provided in paragraph i. above) shall be regarded as a "run" of the television film based upon such teleplay, and payment therefor shall be made in the amount and in the manner provided in Article 15B hereof.

k. If the Company produces a motion picture, based upon such material, primarily for paid television such use shall be regarded as a use of the theatrical motion picture rights and Company will pay to the writer an additional amount computed in the manner provided in paragraph a. above; and if the Company licenses or grants to any third party the right to use the material as the basis for a motion picture produced primarily for paid television, it will require such third party to agree in writing to pay an additional amount computed in the manner provided in paragraph b. above, and such undertaking by the third party will relieve the Company of any obligations to the writer in connection with such license or grant.

l. The writer of a teleplay based upon a story in the public domain shall be entitled to payments under the foregoing provisions of this subsection 14. if such teleplay is substantially used by Company in any field or medium referred to in said provisions and such public domain story was suggested by the writer in a written proposal made to Company by the writer and the use in question otherwise meets the conditions set forth in this subsection 14. In addition, if such a teleplay is used for the production of a television film which is the pilot of an episodic series or serial which is an established series or serial by virtue of being based upon such public domain story, the writer thereof shall be entitled to a payment in the amount of $297.00 for each episode in such series or serial which is thereafter produced and broadcast substantially utilizing the writer's creative treatment embodied in such teleplay, provided, however, that said writer shall be entitled only to 60% of said amount for 15-minute television films, but shall be entitled to 190% of said amount for 60-minute television films and 250% of said amount for 90-minute or longer television films. Except as provided in subsections 1. and 2. of this Article 15B hereof, the applicable payment referred to in the preceding sentence shall satisfy all obligations of the Company to the writer, and no additional sum or sums shall be payable by reason of any use of such episode. Nothing in the foregoing shall give to the writer any right to payment under this subsection 14. with respect to any use by the Company of the public domain material itself as distinct from the use of the writer's teleplay based thereon, nor impair the Company's right to deal with such public domain material freely without obligation to the writer or anyone. The question of whether the writer suggested and furnished such public domain story and the question of whether the Company substantially used the writer's said creative treatment in subsequent episodes or in another field or medium entitling the writer to a payment hereunder, shall be subject to the grievance and arbitration provisions of Articles 10, 11, and 12 herein. A decision under such procedures is provided in said Articles 10, 11, and 12 shall be binding upon the Company, the Guild and the individual writer or writers involved. The only and maximum remedy under such procedures shall be the applicable minimum additional payment as provided in this paragraph *l.*

m. If the Company licenses or grants to any third party the merchandising rights to such material (as described in Article 1) Company will pay to writer an amount equal to five per cent (5%) of Company's net receipts (as net receipts are defined in paragraph q. of this subsection 14.) derived from such merchandising rights. Comic books, magazine publications, comic strips, cut-outs, and other activity books shall be deemed to be included as merchandising rights.

n. Company shall give notice to Guild on completion of arrangement for uses under this subsection 14.

15. Simulcasts

Where a television film to which the provisions of this Basic Agreement apply is simulcast, the applicable minimum compensation prescribed in subsection 7., a, b, c, e, and h of Article 13B shall be increased by 33-1/3%; provided that such additional payment shall not be deemed to be

part of the "applicable minimum compensation" for the purpose of re-run or theatrical release payments required by this Basic Agreement, and such additional 33-1/3% shall be the sole payment required to be made by the Company under this Basic Agreement for simulcasting the material.

16. Paid Television

Company agrees to notify Guild of its intent to release television films through any form of subscription or paid television at least ninety (90) days prior to the date of such proposed release and agrees to commence bargaining with Guild, should Guild desire, within thirty (30) days after the giving of such notice, as to compensation for all such films released through such subscription television media. If agreement is reached, the terms shall be effective as of the date of agreement. If no agreement is reached within sixty (60) days after commencement of such negotiations, and Company proceeds to release any such television film to such media, then either party may, on not less than sixty (60) days written notice thereafter, terminate this Basic Agreement. Subject only to its duty to give notice and bargain as above provided, Company may release television films through such media without obligation to the writer or writers involved.

Notwithstanding anything contained herein to the contrary, it is understood that the provisions of this subsection 16. apply only to the production of motion picture films intended primarily for release over free television. Subject only to its duty to give notice and bargain as above provided, Company may release television film on any form of paid or subscription television without any other obligation to the writer. In the event that Company shall desire to engage any writer to prepare literary material for motion picture film intended primarily for release on subscription or paid television, Company will give Guild notice of such desire not later than sixty (60) days prior to the date upon which it intends to produce such a film. Guild and Company shall thereafter meet and bargain in good faith for the purpose of agreeing upon terms and conditions of employment and compensation for writers engaged by the Company to prepare such literary material, and if no agreement is reached between Company and Guild with respect thereto, Guild may, upon sixty (60) days written notice to Company, instruct its members to refuse to render services with respect to the production of any such films.

Article 16. Separation of Rights

A. THEATRICAL

1. Definitions. For the purpose of this Section A, Theatrical, the following terms or words used herein shall have the following meanings:

a. The term "dramatic rights" means the right of presentation in dramatic form on the speaking stage with living actors appearing and performing in the immediate presence of an audience, without any recordation, transmission or broadcast thereof intended for or permitting concurrent or future aural, or visual and aural, reception or reproduction at places away from the auditorium or other place of performance.

b. The term "publication rights" includes the right of publication in all writing forms and all writing media, excluding, only comic books, comic strips and newspaper comics.

The provisions of this paragraph shall apply only to material subject to this Basic Agreement and acquired after the effective date hereof under contracts subject to and entered into after the effective date of this Basic Agreement.

c. The term "sequel" as used with reference to a particular motion picture, means a new theatrical motion picture in which the principal characters of the first theatrical motion picture participate in an entirely new and different story.

d. The term "assigned material" means all material in writing or any other fixed form, of every nature that the Company has furnished the Writer (or to which the Company has directed the Writer) upon which material the Company intends the story (or story and screenplay) to be based or from which it is to be, in whole or in part, adapted. The term "assigned material" may include public domain material or a character or characters proposed for use in the story (or story and screenplay).

2. Initial Qualification. The Company agrees that if a Writer, while in the employ of the Company writes an original story (or original story and screenplay) including a complete and developed plot and character development, he shall be initially qualified for separation of rights hereunder. A Writer shall be deemed to have written a complete and developed plot and character development if he does so himself or if the product of the work of such Writer and writers previously (but after June 13, 1960) employed hereunder together constitute such a complete and developed plot and character development. Company also agrees that if it purchases from a professional writer such a story (or story and screenplay) written by such person, such person shall be initially qualified for separation of rights hereunder. If at the time of the transfer of rights to the material so purchased there is in existence a valid agreement for the publication or dramatic production of such material, then for the purpose hereof such material shall be deemed to have been published or exploited.

With respect to a Writer employed by the Company, if there is assigned material then:

a. If the employment agreement (or written assignment delivered by the Company to the Writer, in the case of a term contract, week-to-week contract, or multiple picture type employment) designates as the assigned material upon which the motion picture is to be based, or from which it is to be adapted, a story contained in a book, magazine, screenplay, play or other dramatic composition, treatment or story in any other form, then the Writer, or any other Writer working thereon, shall not be qualified for separation of rights unless:

(1) With the knowledge and prior or subsequent consent of the Company the Writer departed from the story contained in such assigned material and created an original story (or original story and screenplay) of the nature first described in this subsection 2., to the extent that there is no longer any substantial similarity between such story written by the Writer and such story contained in the assigned material; or

(2) The assigned material designated in the employment agreement or written assignment was not actually available to the Writer, and the Writer creates a story (or story and screenplay) of the nature first described in this subsection 2.

If the Writer makes either of such contentions and the Company and Writer cannot agree thereon, either the Writer or the Company may submit the issue to arbitration and if it is determined by arbitration that the facts were as described in (1) or (2) above, then such Writer shall be initially qualified for separation of rights hereunder.

b. If a character or characters furnished by the Company is intended by the Company to be a principal character in the motion picture, and if such character was taken from material, of any nature, theretofore published or exploited in any manner or by any medium, and if such character is used in the screenplay as a principal character, then the Writer shall not be qualified for separation of rights hereunder. If, however, any such character furnished by the Company as aforesaid was a minor character in previously published or otherwise exploited material, and with the prior or subsequent consent of the Company was converted by the Writer into a principal character in the story (or story and screenplay) of the nature above described in this subsection 2., written by the Writer, and if no minor character as furnished by the Company (as distinguished from such character or characters as developed by the Writer) constitutes a substantial contribution to the final screenplay, and if no principal character furnished by the Company remains a principal character in the motion picture, then such Writer shall be initially qualified for separation of rights hereunder. If such character or characters furnished by the Company were not taken from material theretofore published or exploited in any manner or by any medium, and if the Writer were

otherwise qualified for separation of rights hereunder, the Writer shall not be deprived of such separation of rights, unless such character or characters furnished by the Company constitute a substantial contribution to the final screenplay, in which latter event such Writer shall not be qualified for separation of rights hereunder.

3. Final Qualification. If it is determined, in the manner provided in the Theatrical Schedule "A" attached hereto, that the Writer of the story (or story and screenplay), initially qualified for separation of rights as above provided, is entitled to receive "story by" or "written by" or "screen story by" credit, he shall be entitled to separation of rights in the following areas:

a. Publication Rights. Publication rights throughout the world in the "separable material," as hereinafter defined, shall be licensed exclusively to the Writer on a royalty-free basis both for the original term of copyright and for any extensions and renewals thereof, without the necessity for the execution by the Company of any further instrument, except as expressly provided below and subject to the provisions of paragraph e. of subsection 7. hereof and to the following:

(1) No publication rights may be exercised by the Writer prior to the expiration of three (3) years from the date of the employment contract (or the date of the assignment of the Writer in the case of a term contract, week-to-week contract or multiple picture type employment) or three (3) years from the date of acquisition in case the material is purchased, or prior to the expiration of six (6) months following the general release of the motion picture, whichever is earlier.

(2) The Company shall be entitled to and shall own the exclusive right to make, publish and copyright or cause to be made, published and copyrighted in the name of the Company or its nominee, serially or otherwise, in any and all languages and throughout the world, synopses, summaries, resumes, adaptations, stories and fictionalized versions of and excerpts from any screenplay or photoplay, in any form and in any publication media (with or without illustrations) for the purpose of advertising, publicity or exploitation, of the motion picture based on such material, provided that any single publication may not exceed 10,000 words in length.

(3) If a Company desires to publish, or cause to be published, a "paperback" type of novelization for the purpose of publicizing or exploiting such motion picture, the Company shall have the right to do so(and without being subject to any limitation on the number of words) provided such publication shall not take place earlier than six (6) months prior to the initial scheduled release date of the motion picture. Such publication shall occur in accordance with the following procedure: The Company shall give written notice to the writer entitled to separation of rights, with a copy to the Guild, specifying such Company's desire for such publication and the name(s) of publisher(s)

who are acceptable to the Company. Within 10 days, the Guild shall give the Company written notice of the name of the writer ("Guild-named writer") who intends to negotiate for the publication of such novelization and the name of the agent who will negotiate for such writer. The Guild-named writer shall only be the writer entitled to separation of rights for such motion picture or another accredited writer for such motion picture should the writer entitled to separation of rights desire not to write the novelization. Such agent shall keep the Company fully informed of the status of the negotiations. Any publication agreement entered into by the Guild-named writer shall provide that the Company shall have control of the time and locale of the publication and release and of the cover, title, credits, legends, advertising material, stills, and any other elements furnished by the Company (referred to herein as the "art work"), and the Company shall have the right to arrange for, and keep as its sole property, payment to the Company respecting such art work. All payments for the right to publish or cause the publication of the novelization shall be made to and retained by the Guild-named writer. If the Guild does not give the Company the aforementioned notice within the aforementioned 10-day period, or if the Guild-named writer does not consummate a publication agreement with a publisher within 45 days after the Company's notice to the Guild naming such publisher as acceptable to the Company, the Company shall have the right, on such terms as it may elect, to cause the novelization to be published by such publisher as it may elect. The compensation to be paid the person writing such novelization shall not exceed that offered to the Guild-named writer in his negotiation with the publishing company unless the Guild-named writer is first given an opportunity to write the novelization for such increased compensation. Copyright in any novelization written pursuant to this subparagraph (3) shall be taken and remain in the name of the Company or its nominee.

If the Guild-named writer does not enter into the publication agreement within the aforementioned 45-day period, the Company will nevertheless pay or cause to be paid to the writer, if any, entitled to separation of rights, amounts equal to 1/3 of the monetary compensation, including royalties, if any, paid for his writing services to the person engaged to write such novelization by the publisher or by any other person, firm or corporation authorized by the Company. The term "novelization" as used in the preceding sentence means a novelization which is based upon the separable material and utilizing the separable material in a manner which would constitute a copyright infringement of such separable material of the writer if the writer were the sole copyright owner thereof. At the request of Company in case of conflict between the time periods delineated hereinabove and the release schedule of the picture, the Guild will give reasonable waivers to reduce the 45-day period for negotiation by the Guild-named writer.

(4) If the Writer exercises any of the publication rights, and on each occasion that the Writer exercises the publication rights licensed to him hereunder, copyright in the published work shall be taken and remain in the name of the Company or its nominee; Writer shall cause the publisher to comply with all necessary copyright formalities; and the Company shall have, and is hereby granted all rights of every nature in and to the published work, including the right to extend or renew the copyright, except for such rights, if any, as may have been expressly reserved by the Writer under and pursuant to his employment agreement or in the agreement for the purchase of unpublished and unexploited material from a Guild member, and excepting also the publication rights and dramatic rights therein, to the extent that publication and dramatic rights are licensed to and permitted to be used by the Writer under all the terms and provisions of this Article 16A. If the Writer arranges for the publication of a novel or short story, as permitted hereunder, all royalties and other monies received by such Writer under the publication agreement between the publisher and the Writer shall be the sole property of the Writer.

(5) If the Writer exercises any publication rights licensed him hereunder, the Writer shall have the right to make his own arrangements for publication of the novel or short story, as permitted hereunder, and shall have exclusive control of all matters relating to such publication, except as expressly provided in subparagraph (4) above and this subparagraph (5) in connection with such exercise. As soon as practical after the Writer has the same, but in any event within a reasonable period prior to the publication thereof, the Writer will submit to the Company a copy or proof of the work in the form in which it is to be published together with a reasonably detailed statement of the manner in which the publication will be made. The Writer will not use the title of the motion picture as the title of his published work without the prior written consent of the Company; and if the Company requests the Writer to use the title of the motion picture as the title of his published work, the Writer agrees to do so. If prior to the release of the motion picture by the Company it is determined that the Writer is entitled to separation of rights, in the manner hereinafter provided, and if prior to such release the Writer exercises any publication rights licensed hereunder, the Company may, but shall not be required to, use the title of the published work or any translation or adaptation thereof as the title of the motion picture.

b. Dramatic Rights. If the Company does not exploit or cause to be exploited the dramatic rights in the story, screenplay or motion picture at any time prior to two (2) years following the general release of the motion picture in a bona fide dramatic production, intended to exploit such dramatic rights or if the Company does not commence the principal photography of the motion picture within five (5) years (plus the aggregate of periods, not to exceed six (6) months, that commencement of photography is postponed by "force majeure" type contingencies occurring within the last six (6) months of the five (5) year period) following the date of the employment

contract (or the date of the written assignment in the case of a term contract, week-to-week contract or multiple picture type employment) or the date of acquisition if the material is purchased, then in either such event the Company shall lose its rights to exploit the dramatic rights, and thereafter the dramatic rights throughout the world in the separable material shall be licensed exclusively to the Writer on a royalty free basis both for the original term of copyright and any extension or renewals thereof without the necessity for the execution by the Company of any further instrument, except as expressly provided below and subject to the provisions of subparagraph (5) of paragraph g. hereof and to the following:

(1) If the Writer exercises the dramatic rights licensed to him hereunder, the Company shall be the copyright proprietor of the dramatic work and, if the dramatic work is registered for statutory copyright, copyright therein shall be taken and remain in the name of the Company or its nominee. Whether or not Writer registers the dramatic work for statutory copyright, the Company shall acquire all rights of every nature in and to the dramatic work, including the right to extend and renew the copyright, except for such rights, if any, as may have been expressly reserved by the Writer under and pursuant to his employment agreement or in the agreement for the purchase of unpublished and unexploited material from a Guild member and except for the publication rights and dramatic rights therein (but only to the extent that such publication rights and dramatic rights are licensed to and permitted to be used by the Writer under all of the terms and provisions of this Article 16A and except for such musical compositions interpolated in the dramatic work (but not contained in whole or in part in the story, screenplay, or motion picture nor acquired in whole or in part from the Company), which neither contributes to nor forms a part of the story line of the dramatic work. With respect to the musical compositions in which the Company acquires rights under the preceding sentence, nothing contained in such sentence shall be construed to grant to Company any rights in any such musical compositions which are greater than the maximum rights therein at any time acquired or controlled by the Writer.

(2) If the Company, within the period above mentioned, exploits the dramatic rights, the Company will pay or cause to be paid to the Writer sums equal to 50% of the minimum amounts payable to an "Author" under the terms of the Minimum Basic Production Contract recommended by the Dramatists Guild of the Authors League of America, Inc., in effect upon the commencement of the dramatic performance; unless the Writer is the "Author" of the dramatic work in which case the Writer shall only be entitled to the minimum amounts payable pursuant to such Minimum Basic Production Contract in effect when the writing services as such "Author" of the dramatic work are performed. Subject to the provisions hereinafter contained in this subparagraph (2),

"minimum amounts" as used in this (2) mean and include only the minimum percentages of gross box office receipts payable to an "Author" by a "Producer" under such Minimum Basic Production Contract for a non-musical play or a musical play, as the case may be. The payments to be made under this (2) to the Writer shall be made when, as and if percentages of gross box office receipts are paid to the "Author" by the "Producer" under such Minimum Basic Production Contract, or would otherwise be payable to such Author, as aforesaid, except by reason of the deferment thereof because of prepayment against such percentages. For purposes of this (2) there shall not be offset against the minimum percentages of such gross box office receipts otherwise payable to such "Author" by such "Producer" under such Minimum Basic Production Contract, payments set forth in "THIRD (a)" or "FOURTH (a)" of the Minimum Basic Production Contract now in effect (or comparable payments set forth in any Minimum Basic Production Contract hereafter in effect) which such "Producer" may have made thereunder to such "Author"; nor shall any percentages of any such payments be payable hereunder to the Writer. Where under such Minimum Basic Production Contract, the "Producer" elects to pay to the "Author" (as an alternative to the payment of the percentage of the gross weekly box office receipts) monies under "THIRD (c)(i)" or "THIRD (d)(i)" of such Minimum Basic Production Contract for non-musical plays now in effect or under "THIRD (c)(i)" of such Minimum Basic Production Contract for musical plays now in effect, or elects to make comparable alternative payments under any Minimum Basic Production Contract hereafter in effect, then for purposes of this (2) "minimum amounts" shall mean and include only such alternative payments at the minimum rates therefor set forth in such Minimum Basic Production Contract to the extent that such alternative payments are made thereunder in lieu of such percentage of the gross weekly box office receipts. In the case of a musical play where the person who has written the book therefore has not also written the music and lyrics, such "minimum amounts" mean and include only a fraction of such minimum percentages of such gross box office receipts or such alternative payments at such minimum rates therefore, as the case may be. Such fraction shall be the same as the fraction of gross box office receipts or alternative payments, as the case may be, to which the person who has written such book is entitled under such person's agreement with such one or more persons who has written the music and lyrics for such musical play.

(3) If the Writer exercises the dramatic rights licensed to him hereunder he will, prior to the first performance of the dramatic work, submit to the Company a copy thereof, and the Writer will not, without the consent of the Company, use the title of the motion picture or the story or screenplay, as the case may be, as the title of the dramatic work. If the Company requests the Writer to do so, the Writer agrees to use the title of the motion picture as the title of the dramatic work. If prior to the

release of the motion picture by the Company it is determined that the Writer is entitled to separation of rights, in the manner hereinafter provided, and if prior to such release the Writer exercises any dramatic rights licensed hereunder, the Company may, but shall not be required to, use the title of the dramatic work or any translation or adaptation thereof as the title of the motion picture.

(4) If the Writer shall exploit the dramatic rights licensed to him hereunder, and shall require financing from any source, the Writer shall first offer the Company the opportunity to provide such financing by a written notice to the Company, setting forth in detail the terms and conditions upon which the Writer proposes to obtain such financing. Within thirty (30) days after receipt of such notice, the Company may notify the Writer that it elects to provide all or any part of such required financing upon the terms set forth in the Writer's notice. If within such period the Company notifies the Writer that it does not elect to provide such financing, or fails within the thirty (30) day period to respond to the Writer's notice, then the Writer may obtain the required financing elsewhere, but the Writer agrees that he will not offer to any lender or investor terms or conditions more favorable in any respect to such lender or investor than those set forth in Writer's notice to the Company, without again notifying the Company of such more favorable terms or conditions, and permitting the Company a period of thirty (30) days within which to accept or reject the Writer's proposal, in the manner above provided. The provisions of this subparagraph shall apply in each instance in which the Writer makes any change in any term or condition of his financing offer more favorable to the lender or investor than those set forth in the Writer's last notice to the Company.

4. **Separable Material.** Separable material, in which a Writer or Writers entitled thereto shall have separation of rights hereunder, refers to those portions or elements of the story (or story and screenplay) which are the original creation of such Writer or Writers. Separable material shall not include any assigned material or source material, and nothing herein contained shall be interpreted or construed as granting to the Writer any rights of any nature in or to such material. The Writer agrees that he will not make, or permit to be made, any use of any separable material that would infringe upon the copyright (either common law or statutory) or any other rights of the copyright proprietor or other proprietor of any literary, dramatic or musical material. With respect to public domain material incorporated in the Writer's story (or story and screenplay), nothing herein contained shall impair the Company's right to use or deal in or with such material at any time, in any manner or to any extent, without the necessity for the Writer's consent, and without any obligation to the Writer. A Writer who writes or contributes to the writing of a screenplay based upon or adapted from an original story created by another person, which person is entitled to separation of rights hereunder, and which Writer would otherwise be entitled hereunder to separation of rights in such story and screenplay had he written such story, shall not be entitled to any separation of rights; but under such circumstances such other person who has created such story shall have the same rights in such story and screenplay as though such screenplay were originated and created by him. The Writer employed to rewrite or polish a screenplay written by another person shall not have any separation of rights hereunder, and material originated or created by such Writer shall be separable material available to the Writer entitled to separation of rights with respect to such screenplay.

Only if the writer is employed, subject to this agreement, to write a story and such writer becomes entitled to Separation of Rights hereunder, then if a person other than such writer is employed subject to this Agreement to write a screenplay based on such story, the Guild shall have the right to determine the screenplay writer's proportionate participation, if any, in the distribution of the proceeds or payments, if any, from the separate rights provided for in this Article, including sequel payments (as distinguished from any compensation for additional services to be rendered). However, such distribution shall not entitle such screenplay writer to any separation of rights. Provided the Company has complied with the relevant provisions of this Basic Agreement relating to such payments, payments made by Company to a writer in reliance on such a determination made by the Guild shall be deemed to have been made to the writer entitled thereto, insofar as the Company is concerned, and as to such payments Company shall have no liability to any other writer under this provision. The Guild shall notify the Company in writing of any rules, standards or formula, utilized by the Guild in determining participation, if any, in the distribution of such proceeds, and also shall advise the Company in writing of the screenplay writer's proportionate participation, if any, in such distribution of such proceeds. Neither the contracts with the writers nor the names of the writers shall be disclosed to the Guild Arbitration Committee, if any, making such determination.

5. Sequel Payments

a. Notwithstanding the fact that the Writer is entitled to separation of rights hereunder, he shall have no sequel rights in or to the motion picture or the separable material; however, on each occasion that the Company produces a theatrical motion picture which is a sequel to a theatrical motion picture as to which a Writer has been granted separation of rights hereunder, the Company will pay to the Writer an amount equal to 25% of the fixed compensation paid to the Writer for his writing services in the writing of the story (or story and screenplay) involved. For such purposes, the compensation of a term contract Writer will be apportioned in accordance with the Company's normal accounting procedure, but in no event shall the payment made to any term Writer on account of the production of a motion picture sequel exceed the sum of $20,000.00. If the Writer entitled to separation of rights hereunder did not write the story (or story and screenplay) while in the employ of the Company, but sold such material to the Company, then the motion picture sequel payment shall be 15% of the fixed payment initially made to the Writer at the time of acquisition.

b. If the writer is entitled to separation of rights under this Article and if the separable material contained a character or characters which are used as the basis for a television series produced primarily for broadcast over "free" television, the Company will pay to the Writer an amount equal to applicable sequel payments as provided in Article 16B.1. for each episode of such television series so produced and broadcast, either live or by film. All of the foregoing is subject to the following conditions:

(1) If the writer receives more than $50,000 and if the contract involved so provides, the Company shall have the right to credit upon the aforesaid payments, the amount in excess of $50,000. In determining whether the amount exceeds $50,000 there shall be included all monies paid or payable to the writer by reason of percentage payments, participations, or deferments.

(2) If the Writers contract provides for any payment based on profits or any other revenue derived from the television series, the payments to be made under this subsection 5.b. can be recouped from or offset against such payments based on such profits or other revenue.

(3) Rerun payments shall be payable under this paragraph b. only as to separable material acquired by Company from a writer pursuant to an agreement with Company entered into on or after December 13, 1966. Such rerun payments shall be equal in amount to those applicable payments specified in Article 15B 1.b.(4).

(4) As to any television series for which a television sequel payment is otherwise payable to a writer under the Basic Agreement, or any other collective bargaining agreement to which this Basic Agreement is a successor, no payment shall be payable under this paragraph b.

(5) If more than one writer is entitled to payment under this paragraph b. with respect to the television series involved, then all such writers shall be considered as a unit and shall share equally in such payment.

(6) The provisions of this paragraph b. shall apply only to material subject to this Basic Agreement and acquired after the effective date hereof under contracts subject to and entered into after the effective date of this Basic Agreement.

6. Arbitration

a. If the writer who receives "story by", or "written by" or "screen story by" credit pursuant to the Theatrical Schedule "A" hereof shall contend that he is qualified for separation of rights under one of the exceptions stated in subsection 2.a. and b. of this Article 16A, the Guild shall, within ninety (90) days after the determination of "story by" or "written by" or "screen story by" credit, pursuant to such Schedule "A" hereof serve written notice of such writer's contention on the Company together with a list of the credits as finally determined. If the Guild fails to give timely notice of any such writer's contention as set forth above, the Guild and such writer shall be deemed to have waived any and all claims with respect to separation of rights in the material which was the subject of such credit determination. Company may dispute such contention by giving the Guild written notice to such effect no later than twenty (20) days after the actual receipt by Company of the notice referred to in the preceding sentence. Company's notice shall be accompanied by a copy of the assigned material and shall set forth in reasonable detail the basis of Company's contention. If Company does not so timely dispute such contention, then the writer shall be conclusively deemed to have separation of rights in the separable material as defined in subsection 4. of this Article 16A. If the Company does so timely dispute such contention, the Guild may, within sixty (60) days thereafter, give written notice to Company

that it disputes Company's contention (setting forth the basis of its position in reasonable detail) or institute arbitration proceedings for the settlement of the dispute under the provisions of Articles 10, 11 and 12 hereof. If the Guild fails to so notify the Company or to institute arbitration proceedings within the periods above-mentioned, such writer shall be deemed to have waived, and shall not be entitled to, any separation of rights with respect to the story (or story and screenplay) involved; provided, however, that if there is such an arbitration proceeding, as above provided, involving a situation where more than one writer receives credit as aforesaid, and if in such arbitration proceedings it is determined that a writer is entitled to separation of rights under this Article 16A, the provisions of 7. b. below shall be applicable and no writer who is to be regarded as a tenant in common thereunder, shall be deemed to have made any waiver under this sentence. If the writer and the Company agree, in writing, that the writer is entitled to separation of rights, then the writer shall be entitled to such separation of rights, as so agreed upon, subject to the provisions of 7.b. below. Any action or waiver by the Guild under this provision shall also bind the writer or writers involved. These provisions shall apply only where the screen credits are determined on or after June 16, 1970.

b. If prior to the commencement of principal photography of any motion picture and prior to the determination of credits as provided in subsection 3. hereof, a writer shall contend that he is the author of separable material, and would at the time such contention is made be entitled to exercise publication or dramatic rights, but for the fact that there has been no determination of credits, such Writer may obtain a determination that he is entitled to separation of rights by following the procedure set forth in this paragraph b. The Writer shall notify the Company in writing of his contention and in such written notice the Writer shall designate the particular rights or rights intended to be exercised and shall further set forth, in reasonable detail, a description of those portions or elements of the story (or story and screenplay) claimed to be separable material pursuant to the provisions of this Article 16A. If the Writer and the Company are unable to agree thereon within ten (10) days after receipt by the Company of the aforesaid notice from the Writer, then the Writer may within seven (7) days after the expiration of said ten (10) day period institute arbitration proceedings for the settlement of the dispute under the provisions of Articles 10, 11 and 12 hereof.

If the Writer institutes such arbitration proceedings, the issue to be determined by arbitration shall be whether the material designated in Writer's notice is separable material and whether the Writer is entitled to separation of rights therein. The Arbitrators shall be guided in such determination by the provisions of this Article 16A and the standards set forth in the Theatrical Schedule "A" hereof for the proper use of the credits "written by", "story by" and "screen story by". If the motion picture is thereafter produced, such determination in arbitration

shall not affect any determination of credits made pursuant to the provisions of such Schedule "A" attached hereto. After such an arbitration is instituted and upon request of the Guild, Companies shall furnish or make available to the Guild the names of all participating Writers and the material contributed by such participating Writers in connection with the story or story and screenplay in issue.

A determination, by agreement or arbitration under the provisions of this paragraph b., that any Writer or Writers are entitled to separation of rights with respect to any material shall be binding upon all other writers theretofore contributing to the writing of such material, and such determination shall supersede the provisions of the first paragraph of subsection 3. and 7.b. hereof with respect to material; but such determination shall not affect the rights, if any, of any other writer subsequently contributing to the writing of such material, under the provisions of subsection 3. and 7.b. hereof.

c. If at any time Company desires to determine whether any person (hereinafter at times referred to as the "claimant") claims separation of rights hereunder, Company may, by written notice to the claimant, request from such person a statement as to whether or not such claimant claims such separation of rights in respect of a designated story (or story and screenplay). If Company sends such a written notice to the claimant, then Company shall also send a copy of such notice to the Guild. Within twenty (20) days after receipt by the Guild of such notice, such claimant and the Guild shall each notify the Company in writing either that it is the position of such claimant and the Guild, respectively, that such claimant is not entitled to separation of rights or that it is the position of such claimant and the Guild, respectively, that such claimant is entitled to separation of rights, in which latter case claimant or the Guild shall further set forth, in such detail as is reasonably possible, a description of those portions or elements of the story (or story and screenplay) claimed to be separable material pursuant to the provisions of this Article 16A. Such claimant shall be deemed to have waived, and shall not be entitled to any separation of rights with respect to the story (or story and screenplay) involved, if any one of the following occurs:

(1) If both such claimant and the Guild notify the Company in writing that such claimant is not entitled to separation of rights; or

(2) If the Guild notifies the Company in writing that such claimant is not entitled to separation of rights and such claimant does not, within such twenty (20) day period after receipt of such notice by the Guild from Company, serve written notice on the Company that such claimant is entitled to separation of rights, which notice contains the above-mentioned descriptions; or

(3) If within such twenty (20) day period, neither the Guild nor such claimant serves such written notice upon the Company that such claimant is entitled to separation of rights, which notice contains the above-mentioned description.

If separation of rights has not been waived as aforesaid, then at any time after the Company has made such request but no later than twenty (20) days after the Company receives such notice claiming separation of rights as aforesaid from such claimant or the Guild, whichever is last received, the Company may institute arbitration proceedings under the provisions of Articles 10, 11 and 12 hereof for the determination of whether, and the extent to which, such claimant is entitled to separation of rights. If the Company institutes such arbitration proceedings and if such claimant does not, within five (5) days after the receipt of written notice from the Company of the name of the arbiter selected by the Company, serve written notice on the Company that such claimant claims separation of rights and setting forth in such notice, in such detail as is reasonably possible, a description of those portions or elements of the story (or story and screenplay) claimed to be separable material pursuant to the provisions of this Article 16A, such claimant shall be deemed to have waived, and shall not be entitled to any separation of rights with respect to the story (or story and screenplay) involved. If at the time of such submission to arbitration there has been no determination of credits as provided in subsection 3. above, then the issue to be determined by arbitration shall be, and with the same effect, as set forth in paragraph b. above. The Company may make any request under this paragraph c. or institute arbitration proceedings under this paragraph c. against one or more persons either at the same time or at different times, as Company may from time to time determine. If separation of rights has not been waived as aforesaid, the contents of any notice served or sent under this paragraph c. by the Company, the Guild or such claimant, shall not preclude any party to such arbitration proceeding from raising therein any matter relevant to such determination of separation of rights.

d. No grievance under Articles 10, 11 and 12 hereof shall be required either as a condition precedent to any arbitration proceedings under this subsection 6. or otherwise under this subsection 6.

7. Miscellaneous

a. Acquisition of Rights by Company. If at any time prior to the disposition or exploitation by the Writer of publication or dramatic rights in separable material, as permitted herein, and either before or after the Company has acquired or employed the Writer to write such material, Company shall wish to acquire either or both of such rights, it shall so notify the Writer and the Guild. The Guild agrees that within fourteen (14) days after such notice, a paid negotiator, whose fees and expenses shall be paid by the Guild, shall meet with the Company for the purpose of negotiating a purchase price for the rights sought to be acquired by the Company. It is agreed that the negotiator will promptly thereafter quote a price at which the desired rights may be acquired by the Company. Company shall have the right to acquire the rights in question for the quoted price within thirty (30) days after Company receives such quotation. If the Company shall fail to purchase the rights in question

at the price quoted by such negotiator, the Writer may thereafter sell such rights to any other person, firm or corporation at any price; provided that, if the Company has acquired, or employed the Writer to write, such material the Writer shall first give the Company fourteen (14) days written notice thereof, within which time Company may acquire such rights at such price as has been offered to Writer in good faith by such other person, firm or corporation. If a negotiator is not made available within the fourteen (14) day period first above mentioned, the Company may negotiate directly with the Writer or his representatives.

b. Writer Teams. If two or more Writers collaborate in or separately contribute to the writing of a story (or story and screenplay) which satisfies the requirements for separation of rights under the provisions of subsection 2. hereof, and it is determined that such Writers are entitled to share a credit specified in subsection 3. hereof, then all such Writers shall be regarded as equal tenants in common in the rights herein granted with respect to the separable material, and the separable material written by each of such Writers shall be included in the separable material so owned in common by all of such Writers.

c. Application to Contracts. If any employment contract, or any contract for the acquisition of literary material, was entered into prior to the date of the commencement of the term of this Basic Agreement, then the Writer or Writers that were parties to any such contract shall not be entitled to any separation of rights under the provisions of this Article 16A.

d. Execution of Instruments. The Company and the Writer will, upon request of the other, duly execute, acknowledge and deliver to the other any and all assignments or other instruments which may be reasonably necessary or desirable to effectuate the intent and purposes of this Basic Agreement or to evidence and establish the rights herein agreed to be licensed or granted; provided that such obligation on the part of the Company shall be deemed satisfied if any such assignment or other instrument is in the form of a license by the Company to the Writer without warranties.

e. Successors and Assigns. The provisions of this Article 16A shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the Company and the Writers entitled to separation of rights hereunder. The Writer will not cause, allow or sanction any publication or dramatization of the separable material, or any part thereof, or any arrangement, translation or revision thereof to be made in any part of the world or in any language without first granting to, reserving or securing for the Company, without further consideration, all of the rights, licenses and privileges reserved to the Company pursuant to subsection 3.a.(2), (3),(4) and (5) or subsection 3.b.(1),(3) and (4); and in any grants, assignments or licenses hereafter made or entered into by Writer concerning the separable material, the Writer will expressly accept and reserve such rights to the Company. The Writer will deliver to the Company an executed copy of any such grant, assignment or license promptly following the execution thereof.

f. Notices. All notices which the Company is required or may desire to serve upon a Writer, a claimant, or the Guild, under the provisions of this Article 16A shall be addressed to such Writer, claimant, or the Guild, in care of the Guild at its principal office in Los Angeles County, California; all notices which a Writer, a claimant or the Guild is required or may desire to serve upon the Company under the provisions of this Article 16A shall be addressed to the Company at its headquarters for the production of theatrical film in California. Such notices may be served by registered mail or telegram. Any notice so mailed, postage prepaid, shall be conclusively deemed to have been received on the second day following deposit if posted within the State of California, or on the fifth day following such deposit if posted from a place outside the State of California but within the continental United States, or on the tenth day following such deposit if posted from a place outside the continental United States. Any notice delivered to a telegraph office, toll prepaid, shall be conclusively deemed to have been received upon the day following such delivery. Notwithstanding the foregoing there shall be no presumption of receipt during the period of any strike or work stoppage in the United States mail system.

8. Writer's Right to Reacquire Literary Material. The provisions of this subsection 8. apply only to literary material (i) acquired by Company subject to the terms of this Basic Agreement, (ii) which is original, i.e., not based on any preexisting material, (iii) which has not been exploited in any medium, and (iv) which Company has decided it will not exploit in any medium in the future. As to such literary material if the writer who has written the same desires to purchase Company's right, title and interest therein, the Guild, on behalf of such writer may notify Company in writing of such desire. Within thirty (30) days following receipt of such written notice, Company shall notify the Guild of the terms and conditions, including the price at which it will sell its right, title and interest in such literary material; provided, however, that Company may instead notify the Guild that the literary material does not meet one or more of the conditions precedent specified in the first sentence of this subsection 8. The Company's decision that it has not decided not to exploit such literary material, and/or regarding the terms and conditions of the sale, shall not be subject to challenge by the Guild or by the writer on any grounds whatsoever whether in arbitration or otherwise even though Company does not in fact exploit or dispose of such material. The purchase price designated by Company shall not be in excess of the total direct costs previously incurred by Company in relation to such literary material and the possible exploitation thereof, including but not limited to the purchase price, if any, of the material, the payments for writing services in relation to the material, and all costs incurred by Company for the proposed production of a motion picture based on such material or for any other exploitation of such material. Within thirty (30) days following notice from the Company of the terms and conditions on which it will sell its right, title and interest in such literary material, including the purchase price, the Guild, on behalf of the writer may serve written notice of acceptance of such terms and conditions and immediately following service of such notice the parties shall proceed to close the transaction. Failure to effect such purchase in accordance with the procedure specified by the foregoing provisions shall result in the forfeiture of writer's right to purchase such material. At any time before receipt of notice of acceptance of the terms and conditions of sale, Company may dispose of such literary material or of any rights therein or with respect thereto or may itself elect to exploit such material, and in either such event the writer shall no longer have the right to acquire Company's right, title or interest in such material.

Furthermore, if Company had previously granted some other person or company the right or option to acquire such material or any rights therein, the writer of such literary material shall not have the right to purchase the same so long as such other right remains outstanding. In the event that more than one writer is involved in the writing of such literary material the Guild shall have the sole responsibility to determine which of such writers has the right to purchase as provided herein and all interested writers shall be bound by the decision of the Guild.

B. TELEVISION

1. General Qualifications.

a. Company agrees that separation of rights, as provided in subsection 2. and 3. inclusive of this Article 16B shall be accorded to the writer of a format, story, or story and teleplay for any television film (other than one of an established serial or episodic series) provided that the terms of this Agreement relating to rights in material apply to such format, story or story and teleplay as provided in Article 2 hereof. It is agreed as to an established serial or episodic series the Company shall own all of the rights in the material of any nature or description whatever including, but not limited to, the right to use the same in any field or medium whatever without obligation to the writer except as provided in subsection 14. of Article 15B with respect to additional payments to be made for specific uses. The Guild shall determine which of the writers (considered as a single entity) shall have separation of rights or the proportion in which each shall share in such separation of rights. In that regard the Guild shall establish a set of rules for the determination of the separation of rights as between such writers. The Company is to be supplied with a copy of such rules. Neither the contracts with the writers nor the names of the writers shall be disclosed to the Guild Arbitration Committee.

b. A writer who contributes to the writing of a teleplay based upon or adapted from a story or format created and written by another person shall not have any separation of rights and shall retain no interest of any character whatsoever in the teleplay. If such a teleplay be based upon a story in the public domain, or upon a story owned by the Company, the Company shall own all rights in the material of every nature and description whatsoever, and the writer shall retain no interest of any character in such material; provided, however, that if such teleplay is based upon a story in the public domain which was suggested and furnished by the writer of such teleplay, then: (i) if such teleplay was written for a television film of an established serial or episodic series, the writer shall be entitled to the payments referred to in paragraph *f.*, of subsection 14. of Article 15B; or (ii) if such teleplay was written for a television film (other than one of an established serial or episodic series) and such teleplay otherwise meets the conditions set forth in said paragraph *f.*, the writer thereof shall be entitled to the payments referred to in said paragraph *f.* in the same manner as if said television film were one of an established serial or episodic series. It is agreed, however, that if Company shall employ a writer to write a teleplay based upon or adapted from a story to which the provisions of this Agreement (including the separation of rights provisions) apply, the writer of such teleplay shall retain no interest of any character in such teleplay, the writer of the story shall have the same rights in the teleplay as he reserved with respect to the story, and the Company shall have the same rights in the teleplay as were granted to it in the story for the same period of time for which the Company has been granted rights in the story, as herein provided. A writer employed to rewrite or polish a teleplay written by another person shall not have any separation of rights hereunder.

c. Notwithstanding the fact that the Company shall own all rights in literary material included in episodic series or serial type television films to which the provisions of this Basic Agreement apply, the Company agrees that it will not, without the prior consent of the Guild, use any such literary material in the production of a theatrical motion picture or a live television or radio broadcast prior to the use of such material in the production of a television film; and the Guild agrees that it will not unreasonably withhold such consent.

d. If a serial or Episodic Series (herein called "new serial or new episodic series" is based upon an episode which is a "spin-off" from an existing serial or episodic series) the writer(s) of the format and/or the story or story and teleplay of such spin-off episode may be entitled to separation of rights in the new serial or new episodic series, subject to the provisions of Article 1C.1).

2. Television Rights. Company shall own the exclusive film television rights in the literary material to which the provisions of this Article 16B apply for a period of five (5) years from the date of delivery of the material, and thereafter Company and writer shall each have a non-exclusive right to utilize and exploit the film television rights in the material. Such non-exclusive rights on the part of the Company shall be deemed to include the right to continue to exploit and exhibit forever the television film and to remake the film for television purposes without additional compensation, except to the extent required under the provisions hereof relating to additional compensation for re-runs on television, foreign telecast and theatrical exhibition. Such exclusive television rights shall not include television sequel rights, except as otherwise hereinafter provided.

Company shall have the exclusive right within four (4) years from the delivery of the story or story and teleplay (to which the separation of rights provisions of this Article 16B apply) or three (3) years from the release of the film based thereon, whichever shall be earlier, to commence the exploitation of the television sequel rights and if it shall so exploit such rights it shall pay to the writer $297 for each episode produced and broadcast, either live or by film, provided that such writer shall be entitled only to 60% of said amount for 15-minute episodes but shall be entitled to 190% of said amount for 60-minute episodes and 250% of said amount for 90-minute or longer episodes. Except as provided in Article 15B.1.b. and Article 15B.2. hereof, the payment of said applicable amount shall satisfy all obligations of the Company to the writer, and no additional sum or sums shall be payable, by reason of any use of such episodes. If the story or story and teleplay was written by more than one writer all such writers shall be considered as a unit and shall share equally such sequel payments.

In the event and only in such event that Company does not commence such exploitation within said period of time, such sequel rights in the story or story and teleplay and in the format, if any, shall revert to the writer or writers entitled to separation of rights, and Company will have no further interest therein. Company shall be deemed to have commenced the exploitation of the television sequel rights when it has obtained a firm commitment for the production, broadcasting or distribution in syndication of a series of not less than thirteen (13) filmed television episodes of the series, involving the exploitation of such sequel rights, to be broadcast either on consecutive weeks or alternate weeks.

Rights acquired in a format revert to the writers unless within twenty-four (24) months after delivery of the format, the Company engages the writer or another writer to write a story and teleplay based on said format. If such reversion occurs, only the material supplied by the writer reverts. It does not include anything furnished by Company.

Where there is such a reversion and thereafter the writer sells such format and a series is produced from such format then after the time the film is exploited the Company shall be reimbursed by the writer (to the extent that the writer has received payment on such re-sale for such format) for the amount paid by Company to such writer for the format in excess of minimum.

3. Other Rights

a. Writer shall retain all other rights (hereinafter referred to as the "reserved rights") not expressly referred to in subsection 2. of this Article 16B including but not limited to dramatic, theatrical motion picture, publication

merchandising rights, radio rights, live television rights and television sequel rights (other than the sequel rights mentioned in subsection 1. of this Article 16B), and Company shall only have the limited interest in such rights as hereinafter described.

b. With reference to certain reserved rights in a format, story or story and teleplay, the writer shall have no right to and will not use, or grant, license or otherwise dispose of to any third party or parties the right to use the following rights:

(1) The live television rights until a date three and one-half (3½) years after the first broadcast of the television film, or a date five (5) years after the delivery of the story or story and teleplay, whichever shall be earlier.

(2) The right to broadcast directly by television a live dramatic presentation of the material, in the exercise of the reserved dramatic rights, until a date three and one-half (3½) years after the first broadcast of the television film, or a date five (5) years after the delivery of the story or story and teleplay, whichever shall be earlier.

(3) The right to release a theatrical film based upon the format, story or story and teleplay until one (1) year after the first broadcast of the television film or a date two (2) years after the delivery of the story or story and teleplay, whichever shall be earlier.

(4) The right to broadcast by radio any program based upon or adapted from the format, story or story and teleplay until three (3) years after the first broadcast of the television film or a date four (4) years after the delivery of the story or story and teleplay, whichever shall be earlier.

c. If during the five (5) year period mentioned in subsection 2. above, the writer desires to sell, license or otherwise dispose of any of the reserved rights, other than dramatic or publication rights, the Company shall have a right of first refusal thereof as follows: At such time as writer shall receive from a third party a bona fide offer, and the writer desires to sell, license or otherwise dispose of the rights involved on the terms of such offer, writer will, by written notice to the Company advise the Company of the rights involved and of such terms. Within seven (7) days (excluding non-business days as provided in Article 43 after receipt of such notice, Company may, by written notice to the writer, elect to purchase, license or otherwise acquire the rights involved on the terms set forth in writer's notice, in which case Company and writer will enter into an agreement upon such terms. If within the seven (7) day period Company notifies the writer that it does not elect to exercise its right of first refusal, or fails to give writer any written notice, the writer shall be free to enter into an agreement with such third party, but may not do so on terms more favorable to the third party than those set forth in the notice to the Company without again submitting the more favorable terms to the Company for first refusal, as herein provided. The right of first refusal herein granted shall apply to television sequel rights if the same shall revert to the writer prior to the expiration of said five (5) year period.

d. If at any time prior to the disposition or exploitation of such rights (as permitted herein) by writer, Company shall wish to acquire any of the reserved rights (including dramatic or publication rights) Guild shall meet with Company for the purpose of negotiating a purchase price for the rights sought to be acquired by Company. It is agreed that the Guild will

quote a price at which the rights desired to be acquired by the Company may be purchased. Company shall then have the right to acquire the rights in question for the price agreed upon as a result of such negotiations within thirty (30) days from the completion thereof. If Company shall fail to purchase at the lowest price offered by Guild, writer may thereafter sell such rights to any other person, firm or corporation at any price; provided, however, that he first give Company fourteen (14) days' written notice thereof within which time Company may acquire such rights at such price as has been offered to writer in good faith by such other person, firm or corporation.

If at any time the Company wishes (i) to secure protection against a competitive use for which no period of non-competitive use is prescribed in paragraph b. above, or (ii) to extend any period of non-competitive use prescribed in paragraph b. above, or (iii) to extend the five (5) year period of the right of first refusal prescribed paragraph c. above, or (iv) to secure a right of first refusal on reserved dramatic or publication rights, it will negotiate therefor through the Guild.

It is understood that in acquiring any reserved right, the Company may designate related or subsidiary rights that it wishes to acquire and negative covenants concerning the use of competing rights that it wishes to secure; and the Guild will include such related and subsidiary rights and negative covenants in the price quoted for the reserved right acquired. For example, if the Company desires to acquire the dramatic rights it may include limited publication, radio and television rights for advertising and publicizing the play, and may also require the writer to agree that he will not use or license or grant to others the right to use his reserved live and film television rights. In such case the Guild shall have the right to grant the subsidiary rights and impose the negative covenants requested, and will quote a price to the Company which shall include such subsidiary rights and negative covenants.

e. Company has the right to negotiate directly with the writer to acquire the theatrical rights, publication rights, and merchandising rights, and each of them, notwithstanding any provisions of paragraphs d. and f. of this Article 16 B, 3. or either of them, pertaining to negotiation with the Guild for compensation on no less than the following basis:

(1) Theatrical Rights - The Company shall pay two and one-half percent (2 1/2%) of the bona fide budgeted direct cost (and overhead or other indirect cost shall be excluded except to the extent it exceeds 25% of direct cost), or $10,000, whichever is greater, for theatrical rights. The above shall apply to each theatrical remake and sequel. If such two and one-half percent (2½%) is greater than $10,000, the excess shall be paid not later than 60 days from the delivery of the answer print.

(2) Publication and Merchandising Rights and each of them - The Company shall pay six percent (6%) of absolute gross (that is, monies remitted by the manufacturer or the publisher, as the case may be), as derived from licensing, for the publication and merchandising rights. Comic books, magazine publications, comic strips, cut-outs, and other activity books shall be deemed to be included as merchandising rights.

(3) In the event the Company fails to commence exploitation of any of the three (3) rights stated in

subparagraphs (1) and (2) above within four (4) years from the date of delivery of literary material or three (3) years from the exhibition of the first film of the series or serial in which separation of rights obtains, whichever is shorter, then any rights as to which Company has failed to commence exploitation shall revert to the writer. The payment of the above described $10,000 payment for the theatrical rights shall constitute exploitation of such right. Nevertheless the Company has the right of first refusal as provided in this Article 16B.3.d. There shall be no crediting of any initial compensation against the above described payments.

f. In regard to the reserved theatrical motion picture rights in any material, to which the separation of rights provisions of this Article 16B apply, if the writer commences the production of a theatrical motion picture based thereon, or has sold, licensed or otherwise disposed of the theatrical motion picture rights in such material (as permitted herein) and shall notify the Company thereof in writing, then, unless prior to receipt of such notice Company has commenced the production of a television film which is a remake of the television film initially based upon such material, the Company will not thereafter exercise or sell, license or otherwise dispose of the television film remake rights in such material. If the Company acquires the theatrical motion picture rights in such material prior to the time the writer has commenced the production of a television film based thereon, or has sold, licensed or otherwise disposed of his non-exclusive film television rights in such material, the writer will not thereafter exercise or sell, license or otherwise dispose of his non-exclusive film television rights in such material. For the purpose of determining whether the Company has commenced the production of a remake or the writer has commenced the production of a theatrical motion picture or a television film, the party shall be deemed to have commenced the production of the motion picture film involved if such party has expended a substantial sum or has undertaken a binding contractual commitment requiring such party to expend a substantial sum for any item of production cost customarily incurred in connection with the production of a motion picture film of the type involved; provided, however, that if principal photography of such motion picture film shall not be commenced within one (1) year after such item of production cost has been incurred, then for the purpose of determining the rights of such parties hereunder the commencement of production of such film shall be deemed not to have occurred. A dispute as to whether a substantial sum has been expended or committed, or as to abandonment, may be submitted to arbitration hereunder.

It is acknowledged that the reserved theatrical motion picture rights in material to which the separation of rights provisions of this Article 16B apply include the right to use the story or teleplay as the basis for a motion picture produced primarily for exhibition by paid television, and accordingly unless the Company has acquired the theatrical motion picture rights, it may not make such use of the story or teleplay.

g. Company will inform the writer of the name of the person from whom the Company acquired rights with respect to the underlying property and Company without limiting its right to do the same agrees that the writer has the right to make a separate agreement with the owner of the underlying property as to such rights in such property as are reserved by the owner in his dealings with the Company.

4. Sketches and Routines. Notwithstanding the foregoing provisions of this Article 16B, but subject to the rights to buyout as specified in subsection 3.e. above, with respect to any sketch or

routine included in a comedy-variety type television film, Company shall receive only the right to use and exploit the television film in any manner, and in perpetuity, and to remake the film (but only if the film is remade substantially in its entirety); provided that the writer or writers of such sketches or routines shall have no right to, and will not use or grant, license or otherwise dispose of the right to use the television rights, live or film, in such sketches or routines until a date one (1) year after the first broadcast of Company's television film or a date two (2) years after delivery of the script of such material, whichever shall be earlier; and provided further that notwithstanding anything herein contained to the contrary, Company shall be free to use, in any manner, all or any part of any routine or sketch written by a writer hereunder so long as such use, if it were made by another without authorization from the writer, would not violate any rights of the writer.

5. Upset Price. Notwithstanding any of these provisions of this Article 16B or of any other provisions of this Basic Agreement in the event Company pays not less than the following "upset price" to each writer or team of writers entitled to separated rights for the writing or acquisition of a format or a format, story and teleplay or a story and teleplay as to which separation of rights applies the Company may bargain freely with the writers concerned with respect to separation of rights subject to the payment of minimum sequel payments. Such upset price shall be as follows, for each writer or team of writers as defined in Article 13:

a. Format only (if by a writer other than the writer of story and teleplay) - Initial Compensation at least $6,500.

b. Story and Teleplay (other than by the writer of the format) - Initial Compensation at least:

(1) $12,500 for one-half hour film,

(2) $18,500 for one hour film,

(3) $23,500 for one and one-half hour film or longer

(4) Format, Story and Teleplay by one writer - Initial Compensation $12,500 for one-half hour film, $18,500 for one-hour film and $23,500 for one and one-half hour film or longer.

Where the upset price has been paid, the rights acquired after negotiation, permitted by payment of the upset price, shall be set forth in a separate contract. The separate agreement for acquisition of the reserved rights shall state a separate consideration (other than the consideration for the original employment or purchase). Only the amount of initial compensation shall be used in determining whether the upset price has been reached, and with respect to week-to-week or term writers compensation may be allocated toward the upset price if the writer receives in excess of $1,000 per week.

6. Extricable Material. With regard to an episodic series program, other than the initial program or the pilot film of such series, the story writer shall have a non-exclusive right to the television use of the extricable material commencing one year after production of the series is discontinued. The writer shall further have similar rights to use extricable material in a theatrical motion picture provided that after production of the series is discontinued he gives the Company 18 months' written notice of such intention and provided further that prior to completion of such 18-month period the Company does not use such material in a theatrical motion picture, or sell, license or otherwise dispose of theatrical motion picture rights in such material.

7. Continuing Rights and Obligations. The provisions of this Article 16B shall be binding upon and shall inure to the benefit of the heirs, next of kin, executors, administrators, legal representatives, successors and assigns of the Company and the writer.

Article 17 Pension and Health Insurance Plans

A. PENSION PLAN

The Pension Plan established and known as the "Producer-Writers Guild of America Pension Plan" is funded and administered as follows:

1. Company agrees to contribute to the Plan amounts equal in the aggregate to five per cent (5%) of all "gross compensation" earned and paid to Writers for services, covered by and subject to this agreement, performed after the effective date hereof, in an employment capacity (to which employment the provisions of this Basic Agreement apply). Such amounts shall be contributed as and when the compensation is paid to the writer. The term "gross compensation" as used herein shall include amounts paid to an employee as compensation with respect to such services as a writer (including compensation paid as salary settlements and under Article 15B 1.b. (2) and Article 15B 2.) whether or not any services are performed, but shall not include:

a. Compensation in excess of $100,000 in connection with any single theatrical motion picture; it being understood that such percentage shall be paid only on the first $100,000 of a writer's gross compensation in connection with any such motion picture.

b. Any amounts payable to a writer under the provisions of Article 15A.

c. The cost of transportation or living expenses paid to, or on behalf of the writer.

d. The value of any rights arising or acquired by the writer, and any payments made to the writer for the acquisition or exercise of rights under Article 16 hereof entitled "Separation of Rights".

e. In connection with any television film, gross compensation in excess of the aggregate of 2 1/2 times the applicable minimum initial compensation under this Basic Agreement.

The term "initial compensation" as used herein means the initial compensation agreed to be paid by the Company to the writer for the writer's services upon a television film computed at the rates as specified in and pursuant to subsection 7.a,b,c,e,g,h,i,j,k,m,n, and s of Article 13B hereof and shall not include any compensation received by the writer pursuant to Article 15 B of this Basic Agreement nor shall it include the cost of transportation or living expenses paid to or on behalf of the writer, nor shall it include any payments made to the writer for the acquisition or exercise of rights in and to any literary property or properties pursuant to Article 16B of this Basic Agreement.

If the writer's services are loaned by the Company, the amounts paid to the writer by the Company shall be the basis for the computation of the writer's gross compensation, and not the amounts received by the Company from the borrower.

2. The Plan shall be administered by at least sixteen (16) Trustees, eight (8) appointed by the Association of Motion Picture and Television Producers, Inc. (hereinafter referred to as the "Association"), and eight (8) appointed by the Guild. For each Trustee so appointed the Association or the Guild, as the case may be, will appoint an Alternate Trustee to serve in the event of the death, disability, resignation or absence of such Trustee. The Association and the Guild shall also have the right at any time to remove any Trustee or Alternate Trustee appointed by it, and to substitute another Trustee or Alternate Trustee. In order to

give adequate representation to the industry covered by the Plan, the number of Company Trustees may be increased from time to time as and when determined by the Trustees, such additional Trustees, and their Alternates, to be appointed by other employer associations whose members become parties to the Plan. In such event, the number of Guild Trustees shall be increased so that there shall always be an equal number of Company and Guild Trustees. In no event shall there be more than nine (9) Company and nine (9) Guild Trustees and likewise their alternates.

The number of Trustees to be allocated to the respective employer associations shall be subject to review every three (3) years following the establishment of the respective Plan. At such times the Trustees to be allocated to each employer association or Network group (i.e., American Broadcasting Company, Columbia Broadcasting System, Inc., and National Broadcasting Company as a group) for the ensuing three (3) year period shall be determined, as nearly as practicable, in accordance with the proportion which the aggregate contributions to the Plan, for the preceding three (3) year period, made by the members of each such employer association, bears to the total contributions to the Plan made by members of all such employer associations, or such Network group, during such period.

The references in these Pension Plan provisions to any employer association shall also apply to any employer association which may be or become a successor thereto.

The Pension Plan shall be industry-wide and open to all Companies signatory to any of the Guild's collective bargaining contracts which provide for payments to the Plan, as above set forth. By signing a letter of adherence to the Trust Agreement (herein described), and upon acceptance by the Trustees, such other Companies shall be deemed to be parties to the Plan and to have appointed the Company Trustees and Alternate Trustees previously appointed and then serving.

The funds contributed under the Pension Plan shall constitute a separate Trust Fund created by the Trust Agreement executed by the parties to this Basic Agreement and adopted by the Trustees. This Trust Fund shall be used solely for the purpose of providing Pension and death benefits for employees covered by the Guild's collective bargaining contracts in the motion picture industry who are eligible for such benefits under the Plan, and for expenses in connection with the establishment and administration of the Plan.

The Trustees of the Plan have determined the form, nature and amount of pension benefits, the rules of eligibility for such benefits, and the effective dates of such benefits.

3. The Plan, including the plan of benefits thereunder, are each contingent upon and subject to obtaining and retaining such approvals from the Internal Revenue Service, the State Franchise Tax Board, and any other appropriate authority, as may be necessary.

a. To establish the Plan as a qualified Plan under the Internal Revenue Code, and the California Revenue and Taxation Code;

b. To establish the deductibility for federal income tax and franchise tax purposes of any and all contributions made by the Companies to the Fund;

c. To establish that the Plan satisfies the requirements imposed by Sec. 7 (d) (4) of the Fair Labor Standards Act, in order that contributions by Companies are excluded from employees Regular rate for overtime purposes.

Wherever reference in these Pension Plan provisions is made to the "Plan" such reference shall include any trust established and maintained pursuant to or incorporated in the Plan. Reference herein made to particular laws shall include all rules and regulations promulgated thereunder. If any part of the Plan is not so approved or does not comply with, or conform to the foregoing or any other applicable law, the Plan

shall be modified by the Trustees in such manner and to such extent as may be necessary in order that the Plan will comply with, and conform to all legal requirements, and that the necessary approvals may be obtained.

The Plan and Declaration of Trust shall provide that no portion of the contributions thereunder may be paid or revert to the Company.

4. Company shall furnish the Trustees of the Plan upon request with the required information pertaining to the names, job classification, social security numbers and wage information for all Writers covered by this Basic Agreement, together with such information as may be reasonably required for the proper and efficent administration of the Plan. Upon the written request of the Guild to the Company, such information shall be made available to the Guild.

5. No part of the Companies contributions to the Plan may be credited against the Writer's overscale compensation or against any other remuneration that the Writer may be entitled to, no matter what form such remuneration may take; nor shall such contributions constitute or be deemed to be wages due to the individual employee subject to this Basic Agreement, nor in any manner be liable for or subject to the debts, contracts, liabilities or torts of such employees.

6. The Guild at its option, by a sixty (60) day advance written notice to Company during the term of this Basic Agreement, may elect to convert this Plan to a contributory Plan by providing for contributions to the Plan by the Writers in addition to the contributions by Company as above provided. Such notice shall be accompanied by a certification by the Guild that its membership has approved such an election. Within thirty days after receipt of such notice by Company, the parties shall meet, negotiate and mutually agree upon the rate, conditions, method of computation, method of collection, and the effective date for the commencement of such Writer contributions to the Plan, and when agreed upon, such terms and provisions shall become a part of this Basic Agreement in all respects as though fully set forth herein.

B. HEALTH AND WELFARE PLAN

The Guild and the Company are parties to and are bound by the Declaration of Trust establishing the "I.A.T.S.E.-Basic Crafts-Guilds-Hollywood Producers-Health and Welfare Fund for Employees of the Motion Picture and allied industries" (herein referred to as the "Welfare Fund"), to be applicable to all writers employer hereunder.

In accordance with Article V, Sections 1 and 2 of such Welfare Fund, Company shall for the period commencing June 16, 1970 and thereafter during the term of this Basic Agreement pay to the Writers Guild of America Pension Fund (herein referred to as the Producer-Writers Pension Plan) through its Administrator, as agent for transmittal to the Welfare Fund, for each such writer employer hereunder as follows:

> The sum of $12.64 for each full workweek so worked by such an employee on a term or week-to-week basis, excluding layoffs, suspensions or vacations- or $2.57 for each weekday worked hereunder by such an employee in a fractional workweek.
>
> In order to determine the amount of contributions due under a flat Deal basis, the number of hours the writer shall be deemed to have been employed shall be the number of hours specified under the respective minimum Flat Deal provisions, as provided in Schedule "C" attached hereto.
>
> The above rate of $12.64 per week is computed by multiplying 23.4 cents per hour contribution rate by 54 hours, which is deemed by the Welfare Fund to be the guaranteed weekly hours for flat salaried employees. The above rate of $2.57 for each week day in a fractional workweek is computed by multiplying 23.4 cents per hour contribution by 11 hours which is deemed by the Welfare Fund to be the guaranteed hours for one day's employment. Such rate of 23.4¢ per hour is based on the present rate of contribution by employers required under the Welfare Fund of 22.55¢ per hour worked or guaranteed plus an additional .85¢. Such additional .85¢ was added to such per hour rate because Post '60 contributions for theatrical motion pictures released on free television will not be received by the Welfare Fund with respect to such writers, whereas they are received for certain other participants in the Fund. In the event the current rate of contribution by an employer of 22.55¢ per hour worked or guaranteed as required under the Welfare Fund is changed during the term of this agreement, then the amount of the per hour contribution provided herein shall thereupon automatically be likewise changed in the exact cents per hour monetary amount as such 22.55¢ per hour rate is changed under the Welfare Fund, and said weekly and daily rates shall be changed correspondingly.

The money so received by the Administrator of the Pension Plan, as above provided, shall be kept separate and apart from any funds of the Pension Plan, and shall be paid to the Welfare Fund, upon demand by such Welfare Fund.

Such money paid by Company to the Welfare Fund shall not constitute nor be deemed to be wages due to the individual employees nor shall said money so paid into the Welfare Fund, in any manner, be liable for or subject to the debts, contracts, liabilities or torts of such employees.

The Guild and the Association of Motion Picture and Television Producers, Inc., may from time to time during the term hereof by mutual agreement provide for a different method of the transmittal of funds, other than through the Administrator of the Pension Plan.

Article 17 Pension and Health Insurance Plans

C. RETIREES HEALTH AND WELFARE COVERAGE

The Guild and the Company are parties to and are bound by the provisions of the Retired Employees Fund of the Welfare Fund. Company shall for the period commencing June 16, 1970 and thereafter during the term of this Basic Agreement pay to the Producer-Writers Guild of America Pension Fund (herein referred to as the Pension Plan) through its Administrator, as agent for transmittal to the Welfare Fund or its designated agent for transmittal for each such writer employed hereunder as follows:

> The sum of $1.75 for each full workweek so worked by such an employee on a term or week-to-week basis, excluding layoffs, suspensions or vacations, or 36¢ for each weekday worked hereunder by such an employee in a fractional workweek.
>
> In order to determine the amount of contributions due under a Flat Deal basis, the number of hours the writer shall be deemed to have been employed shall be the number of hours specified under the respective minimum Flat Deal provisions as contained in Schedule "C" attached hereto.

The above sum of $1.75 per week is in accordance with the present pattern of contributions by employers required under the Retired Employees Fund of three and one-quarter cents (3 1/4¢) per hour worked or guaranteed which in the case of a flat salaried employee is deemed to be 54 hours per week or $1.75. In the event the present pattern of contributions under the Retired Employees Fund should be changed during the term of this Basic Agreement, then the rate of contributions as provided herein, shall thereupon automatically be changed hereunder to conform with such new pattern of contributions for employers, required under the Retired Employees Fund.

The money received by the Administrator of the Pension Plan from such three and one-quarter cents (3 1/4¢) payment, as above provided, shall be kept separate and apart from any funds of the Pension Plan, and shall be paid to the Health and Welfare Retired Employees Fund, or its designated agent for transmittal upon demand by such Health and Welfare Fund or such agent. Such Retired Employees Fund shall provide for such Health and Welfare coverage, and under such conditions, as the Trustees of such Fund may determine to be appropriate for the employees retired under the Producer-Writers Guild of America Pension Fund, among others.

Such money paid by Company to the Administrator of the Pension Plan for transmittal, shall not constitute nor be deemed to be wages due to the individual employees nor shall said money so paid into the Industry Pension Plan, in any manner, be liable for or subject to the debts, contracts, liabilities or torts of such employees.

The Guild and the Association of Motion Picture and Television Producers, Inc., may from time to time during the term hereof by mutual agreement provide for a different method of the transmittal of funds, other than through the Administator of the Pension Plan.

Article 18 Notice to Writers Employed on Same Material (General)

At the writer's request, the Company will notify a writer (a) at the time a writer is assigned to any material, if he already is employed by the Company, and (b) before a writer is employed to work on any material, of the names of all other writers then or previously employed by the Company on the same material, or from whom the Company purchased the material on which the writer is employed. Promptly on assigning a writer to any material the Company will notify all other writers who are then employed on such material of the name of the writer so assigned. The provisions of this Article are limited to the best knowledge of the Company. In the case of a remake, the Company shall not be required to furnish the names of the writers employed on the prior photoplay.

Article 19 Use and Delivery of Standard Form Contracts

A. GENERAL

If the Company borrows a writer from a company controlled by such writer to perform services which would be subject to this Basic Agreement, had Company employed the writer directly to perform such services, then the Company will give notice to the Guild of the amount it is contractually obligated to pay to such lending company for such services. The Guild agrees that information so furnished shall be deemed confidential and shall not be furnished or communicated to any person, firm or corporation not directly concerned.

B. THEATRICAL

1. The Company agrees that from and after the effective date hereof, Company will submit to the writer or his agent, a written contract setting forth the terms of the writer's employment in the following cases:

> a. In a simple week-to-week contract, the contract will be submitted to the writer or his agent within two (2) weeks after his employment.
>
> b. In a simple deal contract, the contract will be submitted to the writer or his agent within three (3) weeks after his employment.
>
> c. A simple contract is defined as a one-picture contract or a week-to-week contract in which there are no provisions for percentages, participation or deferments and in which there are no options for additional pictures.

2. It is understood that there may be other provisions or factors with respect to which the submission of a complete and definite contract within the time period specified in subsection 1. a & b above may be impractical. In any such case the Company may request a waiver from the Guild of the requirements of this Article 19B 1. a & b, and the Guild will not unreasonably withhold the granting of such waiver.

The fact that a deal contract provides for writing to be done in stages, for example, first draft screenplay followed by final draft screenplay, does not prevent it from being a simple contract.

3. As to all other contracts, the Company agrees that from and after the effective date hereof, upon the employment of any writer, such writer shall be tendered, within a reasonable length of time, a written contract setting forth the terms of the employment. Employment contracts shall contain nothing contradictory to any of the provisions of this Basic Agreement.

4. Upon the full execution of a written contract, not less than two (2) copies thereof shall be delivered to the writer or his agent and either or both of such copies shall be executed by the Company, and if both of such copies are not executed by the Company, the copy not so executed shall be accurately conformed by an officer or employee of the Company who shall place upon any such conformed copy his signature or initials in form sufficient to identify such officer or employee.

5. Within one (1) week after the final execution of an employment contract between a Company and writer, then if such contract is subject to this Basic Agreement, the Company will deliver to the Guild a properly conformed copy of such employment contract.

Within one (1) week after receipt by Company of the executed contract referred to below Company will also send to the Guild: (a) excerpts from contracts of employment with persons employed primarily in non-writing capacities (i.e., producers, directors, etc.) if such contracts contain a right to require writing services subject to this Basic Agreement, which excerpts shall include all of the provisions therein relating to such writing services and (b) copies of separate contracts for such writing services which are entered into with persons employed in non-writing capacities together with such portions of their contracts for non-writing services which relate to their compensation for such writing services.

6. In an acquisition contract with a professional writer, Company will include a statement that such contract is subject to the provisions of this Basic Agreement to the extent provided in Article 3C 2. (other than the provisions of Article 6, Guild Shop, Article 17, Pension Plan, Health and Welfare, and Retiree Plan) of this Basic Agreement to the extent the same are applicable. Company will tender such acquisition contract to the professional writer within thirty (30) days (or forty (40) days if contract is to be executed outside the State of California) after agreement with respect to the acquisition of the material has been reached, and will send a copy thereof to the Guild within one (1) week after execution thereof by the professional writer.

An inadvertent failure by the Company to furnish a copy of an acquisition contract with a professional writer executed outside of California or a copy of a contract referred to above shall not constitute a breach of this Basic Agreement.

C. TELEVISION

1. Company agrees that from and after the effective date hereof, upon the employment of any writer under the television provisions of this Basic Agreement, it shall tender the writer a contract setting forth all of the terms of the writer's employment, including all of the provisions set forth in Television Schedule "B" attached hereto and made part hereof (except that in the case of writers on term employment or under week-to-week contract said terms shall reflect that the agreement is not a freelance television writer's contract and shall be changed accordingly). None of the terms or conditions of any employment contract shall be less favorable to the writer than, or inconsistent with, or violative of, the applicable terms and conditions contained in this Basic Agreement. Company agrees to tender such contract to the writer within ten (10) days following the commencement of his employment, and agrees to send to Guild a copy of the executed contract of employment within one (1) week after receipt by Company of such executed contract; and the Company further agrees that if a copy shall not be so sent to the Guild, the Guild shall have the right to require the writer to refuse to continue rendering services for the Company until a copy shall be so sent to the Guild and the writer's compliance with such directive from the Guild shall not constitute a breach of his individual contract with the Company. In the event that the guild gives notice in writing to the Company that such contract contains provision(s) less favorable to the writer, or inconsistent with, or violative of, the applicable terms and conditions contained in this Basic Agreement and in the further event that Company fails to make the change so requested within a period of fifteen (15) days from and after receipt of Guild's written notice, the difference or controversy may be submitted by either Company or Guild to grievance and arbitration and the finding of the arbitration panel shall be final and conclusive upon the parties hereto.

2. If Company purchases from a non-professional writer literary material which would otherwise be subject to this Basic Agreement, as provided in Article 3C 2. hereof, it will notify the Guild of the name of such non-professional writer from whom such material is purchased.

3. If Company acquires from a professional writer literary material subject to this Basic Agreement, to the extent provided in Article 3C 2. hereof, it will include in the acquisition agreement a statement that such agreement is subject to the provisions of this Basic Agreement to the extent provided in 3C 2. Company will tender such acquisition contract to the writer within ten (10) days (or twenty (20) days if contract is to be executed outside the State of California) after agreement with respect to the acquisition of the material has been reached, and will send a copy thereof to the Guild within one (1) week after execution thereof by the writer.

Within one (1) week after receipt by Company of such executed contract, Company will also send to the Guild: (a) excerpts from contracts of employment with persons employed primarily in non-writing capacities (e.g., producers, directors) if such contracts contain a right to require writing services which excerpts shall include all of the provisions therein relating to such writing services and (b) copies of separate contracts for writing services which are entered into with persons employed in non-writing capacities together with such portions of their contracts for non-writing services which relate to their compensation for writing services.

An inadvertent failure by the Company to furnish a copy of an acquisition contract with a professional writer executed outside of California or a copy of a contract referred to immediately above or the name of a non-professional writer referred to above shall not constitute a breach of this Basic Agreement.

Article 20 Speculative Writing

A. THEATRICAL

1. The Company and the Guild agree that there shall be no speculative writing, nor shall either party condone it as a practice. As used herein, the term "speculative writing" has reference to any agreement covered hereunder which is entered into between the Company and any writer whereby the writer shall write material, payment for which is contingent upon the acceptance or approval of the Company or upon the occurrence of any other event such as obtaining financing, or whereby the writer shall, at the request of the Company, engage in rewriting or revising any material submitted under the terms of this Basic Agreement and compensation for the writer's services in connection with such material contingent upon the acceptance or approval of the Company, or upon the occurrence of any other event such as obtaining financing. Company shall not request a writer to write and submit literary material, other than a submission contemplated by Article 3B of this Basic Agreement, unless the Company first makes commitment with the writer for the writing of at least a story or treatment. If the Company does so make a prohibited request, the writer shall not write and submit such material.

2. The Company and the Guild recognize that there is possibly an area wherein the proper and constructive exchange of ideas and criticism between a writer and a Company may be claimed by the Guild to be speculative writing. Whenever the Guild feels that speculative writing has occurred, the case will be referred to grievance and arbitration and the Company's intent as determined by the facts shall be an important factor in the consideration. It is understood in this connection that nothing in this Article shall limit the submission of original stories or prevent the Company from discussing with any writer any ideas suggested by such writer, or discussing with any writer any ideas or any material suggested by the Company in order to determine the writer's thoughts and reactions with respect to any such idea or other material to determine the writer's suitability for an assignment.

B. TELEVISION

1. The Company and the Guild agree that there shall be no speculative writing, nor shall either party condone it as a practice. As used herein, the term "speculative writing" has reference to any agreement entered into between the Company and any writer whereby the writer shall write material, payment for which is contingent upon the acceptance or approval of the Company, or whereby the writer shall, at the request of the Company engage in rewriting or revising any material submitted under the terms of this Basic Agreement and compensation for the writer's services in connection with such material is contingent upon the acceptance or approval of the Company. Company shall not request a writer to write and submit literary material, other than a submission contemplated by Article 3C 2. of this Basic Agreement unless the Company first makes a commitment with the writer for the writing of at least a story. If the Company does so make a prohibited request, the writer shall not write and submit such material.

2. The Company and Guild recognize that there is possibly an area wherein the proper and constructive exchange of ideas and criticism between a writer and a Company may be claimed by the Guild to be speculative writing. Whenever the Guild feels that speculative writing has occurred, the case will be referred to grievance and arbitration and the Company's intent as determined by the facts shall be an important factor in the consideration. It is understood in this connection that nothing in this Article shall limit the submission of original stories or prevent the Company from discussing with any writer any ideas suggested by such writer, or discussing with any writer any ideas or any material suggested by the Company in order to determine the writer's thoughts and reactions with respect to any such idea or other material to determine the writer's suitability for an assignment, provided, however that any such discussion relating to an assignment shall be subject to the provisions of subsection 3. hereof.

3. A writer's initial interview with the Company concerning employment in connection with an assignment may only be with (i) a person who is empowered to make, subject to the negotiation of mutually acceptable terms and conditions, the final creative decision to engage a writer for an assignment, or (ii) a person designated by the Company to interview writers with regard to the particular program. Unless a commitment was made by the Company in such initial interview, a second interview by the writer with the Company concerning the same assignment may only be with a person who without reference to or consultation with any other person, firm or corporation, including but not limited to, network or sponsor, is empowered to make, subject to the negotiation of mutually acceptable terms and conditions, the final decision to engage a writer for an assignment. In no event may a third interview by the writer with the Company take place concerning such assignment, nor may the Company request the writer to render any writing services, unless there has first been a business meeting between the writer, his agent, or representative, with the business affairs executive or other executive of the Company charged with responsibility for negotiating the terms and conditions of a proposed employment contract between the writer and the Company and such terms and conditions have in fact been agreed upon. However, if a time emergency does not permit such business meeting to precede such third interview, such business meeting may take place after such third interview if there has been agreement prior thereto as to the monies to be paid the writer. For the purpose of this subsection 3., an interview shall not be deemed to include (i) a telephone request by Company addressed either to the agent or the writer solely for information concerning the writer's availability for employment or as to his credits, or (ii) an appointment solicited by the writer, the purpose of which is to inform Company of the writer's availability for employment or as to his credits, or (iii) film screenings. It is expressly understood that the writer may in no event be required to deliver any material written by him until all the terms and conditions relating to his employment in connection with such material have been agreed upon.

If in the first interview the writer gives a story, then a second meeting at the request of the Company concerning that story shall constitute a story commitment at minimum compensation.

4. Company shall furnish in writing to the Guild as to each program and series and serial, the names of all persons empowered to make a commitment with the writers; such notification shall be binding on Company. Any changes must be furnished to the Guild in writing, but shall be effective only after receipt by the Guild.

Article 21 Location Expenses (General)

1. If a writer is required by the Company to perform services on any location sufficiently far away from the Company Studio so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for first-class board and lodging, if available, while the writer is required to remain on any such location, and agrees to furnish for the writer first-class transportation, if available, to and from any such location, it being understood that such first-class transportation need not include a drawing room or compartment or passage on any so-called "extra fare" train, or plane, and the Company may in any contract of employment between the Company and a writer designate a reasonable daily maximum liability on the part of the Company for such board and lodging of the writer.

2. Company will provide a minimum coverage of $50,000 accident insurance for each writer while in transit by airplane during his employment. Writer shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Company.

If the present minimum coverage of $50,000 accident insurance is increased in any other collective bargaining agreement the writer referred to in this Article shall have the benefit of such increase.

3. The beneficiary or beneficiaries designated by written notice to the Company shall be entitled to the proceeds of said insurance; provided, however, if the writer does not give a beneficiary designation as aforesaid, then the beneficiary or beneficiaries shall be as designated in the Pension Plan, or if the writer has designated a beneficiary in the Health and Welfare Plan at a later time than the designation in the Pension Plan, then such subsequent designation shall prevail.

Article 22 Term Contracts-Options (General)

With respect to any contract of employment between the Company and a writer by the terms of which the Company is granted an option or options to extend such employment on a term basis; the first of such option periods shall be not less than thirteen (13) weeks; the second of such option periods shall be not less than twenty-six (26) weeks; the third of such option periods shall be not less than twenty-six (26) weeks and each additional option period shall be not less than fifty-two (52) weeks, and such option periods shall be consecutive, except that the provisions of this Article shall not apply in the following instances:

a. To a writer who desires to work only a limited portion of each year or whose contract of employment provides for extended lay-off periods.

b. To a writer whose term of employment, extended for such period, not exceeding, however, 60 days, as may be required to complete any assignment or assignments on which the writer was engaged at the expiration of the term of such contract.

c. To a writer whose contract is extended for any period or periods by reason of any incapacity or any contractual, legal or equitable default of the writer, or any interference, suspension or postponement by reason of any causes provided for or specified in the "force majeure" clause of such writer's contract.

d. To a writer who grants options for employment to write literary material, other than a term basis.

It is understood that the above-designated minimum periods may be either with or without lay-off.

Article 23 Lay-Off (General)

1. The Company agrees that with respect to any term contract of employment between the Company and a writer the then current term of which is a period of twenty-six (26) weeks or more and in which an option is granted the Company to place the writer on lay-off without pay for a period of three (3) weeks or more, any installment of lay-off shall be for a minimum of three (3) weeks except in the following instances:

a. If at any time the remainder of the lay-off allowable during any term of employment is less than a period of three (3) weeks, then such remaining period of lay-off may be given at any one time:

b. If any part of the allowable lay-off period is given at the end of any term of employment under said contract of employment, then any such lay-off period may be for less than a period of three (3) weeks.

2. With respect to any term contract of employment between the Company and a writer the then current term of which, as designated in the writer's employment agreement, is a period of less than twenty-six (26) weeks and in which an option is granted the Company to place the writer in lay-off, any allowable lay-off must be taken in one period.

3. The provisions of this Article 23 are not intended to apply to any suspension or lay-off by reason of any incapacity or default of the writer or interference, suspension or postponement by reason of any of the causes provided for or specified in the "force majeure" clause of such writer's contract. At any time after the commencement of any lay-off period the Company may recall the writer and if the Company pays the writer continuous contract salary for the intervening period then such period shall not be regarded as lay-off for the purposes of this Basic Agreement.

Article 24 Guaranteed Employment (General)

1. If a writer is employed at scale or above on a week-to-week basis he shall be employed for at least one week, except in the following instances in which there is no guarantee of any minimum employment:

a. Assignments which are complete or which normally could be completed prior to the expiration of the minimum period of employment above mentioned; it being agreed that if at the time of a writer's engagement, the writer and the Company agree in writing that the assignment is one which could normally be completed prior to the expiration of the minimum period of employment and include in such written agreement a short descriptive phrase (such as, but not limited to, "additional dialogue," "technical aid," "incidental dialogue," or any other general descriptive phrase) identifying the work to be done and designate the time within which such assignment could normally be completed and the writer accepts such engagement, then the applicable minimum period shall not apply and the writer may not thereafter deny any fact stated in such written agreement. Either party may terminate any such engagement at any time after the expiration of the time so agreed upon. The daily salary shall be one-fifth (1/5th) of the agreed upon weekly salary.

b. Any non-exclusive employment, that is to say, any employment in which the writer is not required to devote his entire working time exclusively to such employment.

2. The obligation of the Company hereunder to furnish employment during the minimum periods of employment above mentioned, or any part thereof, shall be wholly discharged by the payment of the agreed salary for the minimum period.

3. The provisions of this Article shall, of course, be subject to any and all rights of suspension and/or termination which the Company may have by contract or otherwise, in the event of any incapacity (other than by reason of mere incompetence or unsuitability) or default of the writer, or in the case of any interference, suspension, or postponement by reason of any of the causes provided for or specified in the "force majeure" clause of such writer's contract.

Article 25 Notice of Termination of Employment (General)

Any writer who has worked for the Company on a week-to-week basis for a period of not less than eight (8) consecutive weeks, including time before as well as after the effective date hereof, at a salary of six hundred and forty-nine dollars ($649.00) or less a week during the first twenty four (24) months of the term hereof or at a salary of eight hundred and five dollars ($805.00) or less a week during the last twelve (12) months of the term hereof, shall be entitled to receive and shall be required to give not less than one (1) week's notice prior to the termination of such employment, and any writer who has worked for the Company on a week-to-week basis for a period of not less than fifty-two (52) consecutive weeks, including time before as well as after the effective date hereof, at a salary of six hundred and five dollars ($605.00) or less a week during the first twenty four (24) months of the term hereof or at a salary of eight hundred and five dollars ($805.00) or less a week during the last twelve (12) months of the term hereof, shall be entitled to receive and shall be required to give not less than two (2) weeks' notice prior to the termination of such employment. The eight (8) weeks' and fifty-two (52) weeks' periods above referred to shall be exclusive of any prior period of guaranteed employment. It is understood that for the purposes hereof work performed by the writer shall be deemed to be consecutive during the time for which the writer receives compensation. Any period of suspension by reason of any of the causes provided for or specified in the "force majeure" clause of such writer's contract shall not be deemed to break any consecutive period of work but the period or periods of any such suspension shall not be counted as work time for the purposes hereof. If a Company shall discharge a writer solely for the purposes of evading the provisions hereof and shall, within forty-eight (48) hours, re-employ such writer, the writer shall be deemed to have worked continuously regardless of such discharge.

Article 26 Force Majeure

Company shall have the right to suspend a writer employed on a week-to-week basis or for a definite term during all or any part of any period of so-called "force majeure." If any such suspension continues for a period of five (5) or more weeks after its commencement the writer shall have the right to terminate his employment during the continuance of such suspension by giving Company, after the expiration of such period of five (5) weeks, written notice of such termination to be effective not less than one (1) week after the actual receipt by Company of such notice; provided, however, that such employment shall not be terminated if within one week after the actual receipt of such notice Company reinstates such employment, at the agreed upon compensation provided for thereunder. Nothing herein contained shall be considered to deprive Company of its right after such reinstatement to suspend any such employment by reason of another event of "force majeure," or of Company's right to terminate any such employment at any time after the commencement of the suspension period.

Article 27 Motion Pictures to Which Agreement Not Applicable (Theatrical)

It is understood that the provisions of this Basic Agreement shall not apply to motion picture cartoons, newsreels, advertising shorts, trailers, travelogues, commercial films or news or sports commentations.

Article 28 Warranty and Indemnification (General)

1. Company and writer may in any individual contract of employment include provisions for warranties of originality and no violation of rights of third parties, indemnification against judgments, damages, costs and expenses including attorneys' fees in connection with suits relating to the literary material or the use of the literary material supplied by the writer or the use thereof by Company; provided, however, that the writer shall in no event

a. be required by contract to waive his right to defend himself against a claim by Company for costs, damages or losses arising out of settlements not consented to by the writer; and Company reserves all of the rights it may otherwise have against the writer;

b. be required to warrant or indemnify with respect to any claim that his literary material invaded the privacy of any person unless the writer knowingly used the name or personality of such person or should have known, in the exercise of reasonable prudence, that such person would or might claim that his personality was used in such material;

c. be required to warrant or indemnify with respect to any material other than that furnished by the writer.

2. The Company shall indemnify such writer against any and all damages, costs and expenses, including attorneys' fees, and shall relieve the writer of all liability in connection with any claim or action respecting material supplied to the writer by the Company for incorporation into the writer's work.

3. The Company and the employee, upon the presentation of any such claim to either of them or the institution of any such action naming either or both of them as defendants, shall promptly notify the other of the presentation of any such claim or the institution of any such action giving such other party full details thereof, but the pendency of any such claim or action shall not relieve the Company of its obligation to pay to the employee any monies due to the employee with respect to the literary material contributed by the employee.

Article 29 Separate Agreement (General)

This Basic Agreement shall be construed as a separate agreement between the Guild and each Company signatory to a similar agreement with the Guild and it is expressly agreed that no default or breach of a similar agreement by such other Company shall constitute a default or breach by or impose liability on the Company and it is further expressly agreed that a default or breach by the Guild as to a Company signatory to a similar agreement with the Guild shall not constitute a default of the Guild as to the Company. Termination of a similar agreement between the Guild and any other Company shall not affect this Basic Agreement.

Article 30 Writer Employment Agreement of Company (Theatrical)

It is the intent of the parties hereto that nothing in this Basic Agreement shall be construed so as to give to the Company or to any individual writer employed by the Company the right to terminate or the right to refuse to perform (except to the extent specifically provided in Article 7 hereof) pursuant to the provisions of any individual contract between the Company and any such writer, or the right to claim a breach of such individual contract of employment by reason of any breach of any provisions of this Basic Agreement. The Guild shall have the right to waive any of the provisions of this Basic Agreement on behalf of or with respect to any individual writer.

Article 31 Opportunity to Execute Similar Agreement (Theatrical)

Any person, firm or corporation now or hereafter during the life of this Basic Agreement engaged in the United States in preparation or production of a photoplay in which the Company has a substantial financial interest shall be afforded the opportunity of becoming a signatory to an agreement with the Guild containing the same terms and provisions as this Basic Agreement.

Article 29 Separate Agreement GEN.
Article 30 Writer Emp.Agmt. of Co. THEAT.
Article 31 Oppor. to Exec. Similar Agreement THEAT.

Article 32 Reference to Agreement (General)

This Basic Agreement shall be referred to as Writers Guild of America Theatrical and Television Film Basic Agreement of 1970.

Article 33 Jurisdictional Disputes (General)

The Guild agrees to cooperate in good faith with the Company and with other guilds and organizations representing employees of the Company in working out a method for the determination of jurisdictional disputes without work stoppages.

Article 34 Apprenticeship Program (General)

A committee is to be jointly set up by the Guild and the Companies, with equal representation on it. The purpose of the committee shall be to study the matter and to make recommendations to the Guild and the Companies with respect to a workable apprenticeship program. Any such program shall be jointly administered.

Article 35 Recognition of Agreement (General)

The Guild agrees that it will take proper steps to provide that its by-laws carry this Basic Agreement into effect and that during the term of this Basic Agreement, it will not maintain or adopt any articles or by-laws or any rules or orders which will be in conflict with this Basic Agreement. The Guild will use its best efforts to cause its by-laws to provide that each of its members shall be bound by the provisions of this Basic Agreement. The Guild will not, by the adoption of by-laws or otherwise, seek to prevent the inclusion in contracts of employment between any writer and the Company, or any Companies signatory hereto of any terms or conditions not violative of this Basic Agreement, or seek to require that individual agreements of employment between any writer and the Company contain any provisions not required by this Basic Agreement. It is the intent of this Basic Agreement that, except to the extent that the Company is expressly limited by this Basic Agreement, the Company is not subject to any restrictions or limitations with respect to individual employment contracts with the writers employed hereunder. The Guild represents and warrants that at all times during the term hereof it will have exclusive jurisdiction over the matters and procedure necessary to carry out the purposes and intent of the foregoing provisions of this Article 35 and over all other covenants and agreements to be kept or observed by the Guild pursuant to this Basic Agreement. The Company will not either alone or in concert with any other Company signatory to a similar agreement with the Guild take any action of any kind that will interfere with the performance of this Basic Agreement on the part of the Company or violate the provisions of this Basic Agreement.

Company will comply with all federal, state and local laws relating to amounts to be withheld and payments to be made in connection with any wages or salaries payable to writers employed by the Company.

Company acknowledges that all minimums required to be paid to writers employed hereunder are wages or salaries paid to employees and are subject to all federal, state and local laws relating thereto.

Article 32 Reference to Agmt. GEN
Article 33 Jurisdictional Disputes GEN
Article 34 Apprenticeship Program GEN
Article 35 Recognition of Agmt. GEN

Article 36 Tape (Television)

Company at any time on 60 days prior notice to Guild may request a modification of the terms and provisions relating to employment of a writer to prepare literary material for a television film to be produced on tape; notice to set forth in detail Company's proposal or recommendations. Within 14 days or as soon thereafter as mutually convenient, Company and Guild will meet to negotiate with respect to Company proposals. If such negotiations result in agreement, this Basic Agreement shall be modified accordingly; if within 30 days after commencement of such negotiations no agreement is reached the provisions of this Basic Agreement will remain unchanged.

Article 37 Names on Literary Material (Television)

The name (s) of the initial writer(s) shall appear on literary material written hereunder, following which the word "revisions" shall precede the names of all writers, if any, other than the initial writer in the event that such material is revised. Inadvertent failure to so include any name shall not constitute a breach of this Basic Agreement.

Article 38 Non-Discrimination (General)

The parties to this Basic Agreement agree that, as provided in Federal and State Statutes, there shall be no discrimination due to sex, age, race, creed, color or national origin.

In accordance with this policy, the Company reaffirms and agrees to continue its policy of such non-discrimination in the employment of writers hereunder.

In accordance with this policy, the Guild reaffirms and agrees to continue its policy of such non-discrimination with respect to admission to membership and rights of membership.

The Cooperative Committee shall also serve as a committee on Fair Employment Practices to consider any complaints hereunder.

Article 39 Pilot Screening (Television)

If over five (5) writers are invited to the screening, the Company will give the Guild the names of the writers invited and will inform the individual writers merely of the number invited. Company will also inform the Writer or his agent of the approximate number of assignments open to the best of the Company's knowledge at the time such a writer is invited.

Article 36 Tape TV
Article 37 Names on Lit. Mat. TV
Article 38 Non-Discrimination GEN
Article 39 Pilot Screening TV

Article 40 Security Instruments (Television)

1. With respect to all television films produced during the term hereof, Company agrees to either:

a. include in any chattel mortgage, pledge or other lien or security agreement covering any television film a provision made expressly for the benefit of the Guild as representative of the writers involved in such film to the effect that such chattel mortgagee, pledgee or lien or security is foreclosed and such mortgagee, pledgee, lien or security holders agree that if such mortgagee, pledgee, lien or security holder thereby obtains title to such film and subsequently exhibits the same on television or in theatrical release, then in such event after such mortgagee, pledgee, lien or security holder has recouped its loan so secured plus interest and all costs and expenses of foreclosure such mortgagee, pledgee, lien or security holder will be bound by the provisions of the Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 with respect to the payment of rerun fees, foreign telecast fees and theatrical use fees thereafter due under this Basic Agreement. Provided, however, that nothing herein provided shall prevent such mortgagee or pledgee who has acquired title to such television film from thereafter making a sale of such television film to a third party free and clear of any limitations whatsoever. Except as otherwise provided in this subsection 1.a. the rights of the Guild hereunder as representative of the writers involved shall be subordinate to the rights of such mortgagee, pledgee, lien or security holder; or

b. in the alternative, to be bound by the provisions of this Basic Agreement with respect to rerun and foreign telecast fees and additional compensation for theatrical rights due after such foreclosure shall have been made. In the event Company elects this alternative, the provisions of subsection 1.a. above shall be inapplicable. If the provisions referred to in subsection 1.a. above are not included in any such chattel mortgage, pledge, lien or security agreement Company shall be deemed to have elected the alternative provided for in this subsection 1.b.

2. In the event of such foreclosure, should Company distribute any such television film for such mortgagee, pledgee, lien, or security holder, Company shall be bound during the period of such distribution by the provisions of this Basic Agreement with respect to the payment of rerun fees, foreign telecast fees, and additional compensation for theatrical rights thereafter payable hereunder with respect to said television film. Any amounts paid by Company under this subsection 2. shall be credited against any obligation of the mortgagee, pledgee, lien or security holder that may be due or become due to Guild under subsection 1.a. above; it being understood that under no circumstances shall Guild be entitled to more than one payment of such obligation.

3. If Company was not the actual producer of a television film which was produced by a signatory to this Basic Agreement, but Company acquires title thereto by purchase, assignment, transfer, voluntary or involuntary, or by foreclosure of a chattel mortgage or a pledgee's sale, or if Company enters into any distribution contract to distribute such television film, Company shall be obligated to pay the rerun fees and foreign telecast fees due hereunder when such film is exhibited on television, and to pay the fees due the writers involved when such film is exhibited in theatrical release, unless such other Company has theretofore made or theretofore become obligated to the Guild to make such payments.

4. The foregoing provisions of this Article 40 shall not apply to any such television film subject to any security instrument which was in existence on or before June 15, 1970.

Article 40 Security Instruments
TELEVISION

All notices which the Company is required or may desire to serve upon a Writer, a claimant, or the Guild, under the provisions of this Basic Agreement, including, but not by way of limitation, the separation of rights provisions of both theatrical and television shall be addressed to such Writer, claimant, or the Guild, in care of the Guild at its principal office in Los Angeles County, California; all notices which a Writer, a claimant, or the Guild, is required or may desire to serve upon the Company, under the provisions of this Basic Agreement, shall be addressed to the Company at its headquarters for the production of motion pictures in California. Such notices may be served by registered mail or telegram. Any notice so mailed, postage prepaid, shall be conclusively deemed to have been received on the second day following deposit if posted within the State of California, or on the fifth day following such deposit if posted from a place outside the State of California but within the continental United States, or on the tenth day following such deposit if posted from a place outside the continental United States. Any notice delivered to a telegraph office, toll prepaid, shall be conclusively deemed to have been received upon the day following such delivery.

Notwithstanding the foregoing there shall be no presumption of receipt during the period of any strike or work stoppage in the United States mail system.

Article 42 Posting Bonds (Television)

Posting of Bonds - The Guild reserves the right, in the event it determines that a particular Company is not reliable or financailly responsible, to require the posting in advance of an adequate bond, cash or other security; provided that the provisions of this Article shall not apply to the Company if for a period of five (5) years prior to the effective date hereof labor relations between the Guild and Company (or any predecessor corporation of the Company) have been satisfactory.

Article 43 Computation of Time (General)

Wherever in this Basic Agreement a period of time is expressed in terms of seven (7) days or less, or in terms of hours, in computing such period of time, unless the contrary is expressly provided, there shall be excluded all Saturdays, Sundays and holidays generally recognized in the motion picture industry.

Article 44 Severability of Provisions (General)

If any provisions of this Basic Agreement shall, during the term hereof, be held void or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

Article 45 Producer-Writer Cooperative Committee (General)

Within fifteen (15) days after the execution of this Basic Agreement there shall be established a committee known as the Producer-Writer Cooperative Committee, composed of not less than sixteen (16) members representatives of the Company and the writers, eight (8) of whom shall be named by the Company signatories hereto and eight (8) named by the Guild. It is understood that any group of seven or more Company signatories hereto, may establish a separate committee for the purposes hereof, and the Guild will name members to meet with each such committee. Such committee or committees shall meet at least once every sixty (60) days. Deliberations shall be wholly informal and any and all matters affecting the operation and application of this Basic Agreement, and the promotion of a harmonious Company-Writer relationship shall be fully and freely discussed. Every effort shall in good faith be made by all members of the committee to prevent abuses from arising under this Basic Agreement, to eliminate inequities, and to promote cooperation between and mutual understanding of the problems of employer and employee.

Art. 41 Notices GEN
Art. 42 Posting of Bonds TV
Art. 43 Computation of Time GEN
Art. 44 Severability of Prov. GEN
Art. 45 Producer-Writer Coop Comm. GEN

Article 46 Foreign Performance Fees (Theatrical)

The Guild has advised the Company that it is informed and believes that in certain foreign countries, on and prior to June 13, 1960, under laws, regulations or practices then existing, certain performance fees collected by performing rights societies, or similar organizations, from motion picture exhibitors are allocated to the writers of the screenplays of motion pictures and therefore should be paid ultimately by or through such societies, or similar organizations, to such writers. The Company has advised the Guild that it is unaware of any such laws, regulations or practices. However, the Company hereby agrees that if the Guild's information proves to be correct as to any foreign country, the Company will cooperate with the Guild in obtaining for any Writer receiving screenplay credit, under this Basic Agreement, payment of such allocated portion of such performance fees to which he may be entitled as aforesaid, by signing such instruments as may reasonably be required for such purpose, upon the following understandings and conditions, all of which are hereby approved and accepted by the Guild:

a. That the Company shall not be obligated or required to surrender, assign, encumber or diminish in any way or to any extent any of its right, title and interest in or to the screenplays of its motion pictures, or in or to its motion pictures themselves, or in or to any copyrights or any performing rights with respect to any such motion picture or any literary or other material;

b. That the revenue of the Company or any of its assigns or licensees, from the exhibition, marketing, performance or exploitation of the motion picture in question shall not be directly or indirectly diminished or otherwise prejudically affected;

c. That the Company's agreements under this Article relate only to laws, regulations and practices existing on June 13, 1960;

d. That under no circumstances shall the Guild or any individual Writer or any performing rights society or any other collection agency or organization or anyone else have the right to take any action or proceeding that would have the effect of enjoining, or preventing or otherwise interfering with the exhibition, marketing, performance or exploitation, by any means or method now or hereafter known, of any motion picture;

e. That neither the Company nor any of its assigns or licensees shall be liable to the Guild or any individual Writer or anyone else for such performance fees.

Nothing contained in this Article shall be deemed to relate or apply to rights or alleged rights, under the laws of any foreign country, to share in the proceeds or profits of any motion picture, or any literary or other material, as distinguished from performance fees paid by exhibitors.

If the Guild shall claim that screenplay Writers are entitled to receive a share of performing rights collections from motion picture exhibitors in any particular foreign country, as first recited in this Article, the Guild shall furnish full particulars thereof to the Company before making any request pursuant hereto.

Article 47 Writer's Right to View Rough Cut, Answer Print and Sneak Preview

A. THEATRICAL

The Company will afford the following writers a reasonable opportunity to view a rough cut of a photoplay, and will notify such writers of the time and place of the first "sneak preview" of such photoplay if such preview is held:

a. Prior to the final determination of credits, as provided in the Theatrical Schedule "A" attached hereto, all writers who have participated in the writing of the final screenplay;

b. After the final determination of screen credits, as in such Schedule "A" provided, only those writers who have been accorded screenplay credit

provided, however, that any inadvertent failure on the part of the Company to give any such notice or to afford such an opportunity shall not be deemed to be a breach of this Basic Agreement or a default on the part of the Company. An alleged default or breach of the provisions of this Article may not be submitted to grievance or arbitration hereunder but may only be submitted to the Producer-Writer Cooperative Committee and any determination reached by it in such regard shall be final. Information concerning the time and place of any sneak preview shall be confidential. The writer will not advise any other person or persons of the time or place of any such sneak preview and in the event of any violation of such confidence by the writer the Company shall thereafter be relieved of any obligations with respect to such writer under the provisions of this Article.

B. TELEVISION

The Company shall designate an employee who, upon request, shall inform the following writers of the time and place of the showing of the rough cut and the answer print:

a. Prior to the final determination of credits, as in the Television Schedule A attached hereto provided, all writers who have participated in the writing of the story and final teleplay;

b. After the final determination of screen credits, as in said Schedule A provided, only those writers who have been accorded story and teleplay credit.

Article 48 Professional Status of Writers (General)

It is mutually recognized that a writer is a creative and professional employee and that the presence of the writer at script conferences and rehearsals, dealing with literary material prepared or written by him, normally will be of mutual benefit to the writer and to the Company. At the writer's request the Company shall give the writer reasonable advance notice of such conferences and rehearsals. However, it is understood that the Company shall have the right, in its sole discretion, in any particular case, to determine who will be present at such conferences and rehearsals. The writer's discussions at conferences and rehearsals attended by him shall be restricted to literary material prepared or written by him, and he shall not carry on such discussions with anyone other than the producer or director of the program, or their designees. No compensation shall accrue to the writer by virtue of any such attendance.

Article 47 A & B
Writer's Right to View Rough Cut,
Answer Print and Sneak Preview
THEATRICAL; TELEVISION

Article 48
Professional Status of Writers
GENERAL

Article 49 Exhibition on Means of Transportation (Television)

Company at any time on sixty (60) days prior notice to the Guild may request a commencement of negotiations with respect to the payment required to be made to writers for exhibition of TV films on airplanes inflight, ships, buses and trains. Within fourteen (14) days or as soon thereafter as mutually convenient, Company and Guild will negotiate with respect to this matter. If such negotiations result in agreement, this Basic Agreement shall be modified accordingly. If within thirty (30) days after commencement of such negotiations, no agreement is reached the provisions of Article 15B 13 of this Basic Agreement shall apply.

Article 50 Copyright (Television)

Company agrees that as to each television film based upon literary material which is subject to the provisions of Article 16 hereof, prior to the first public broadcast by television or other public exhibition thereof for profit, and in order that such film and its underlying material shall (to the extent that such film or material is capable of copyright by the affixation of such notice) be protected for copyright purposes, it will place upon such film a notice which may be one of the following:

a. "©", date, name of company; or
b. "copyright", date, name of company; or
c. a combination of a and b; or
d. a combination of a and b, with the addition of the words "all rights reserved".

The writer of any literary material subject to the provisions of Article 16B hereof and the Company agree that they will take no action with respect to the rights reserved to the writer or granted to the Company which will cause or permit such literary material to become a part of the public domain in the United States. Insofar as such literary material is covered by the copyright of the television film, the rights reserved to the writer hereunder will be held in trust for such writer by the owner of the copyright. Upon proper indemnification from the writer, the Company or copyright owner of a film will join in any suit for infringement of any of the rights reserved to the writer hereunder, if the writer is advised by counsel that the Company or such copyright owner is a proper or necessary party to any such lawsuit, but failure to join in any such suit shall not constitute a default by the Company or a breach of this Basic Agreement, unless the writer is thereby deprived of the opportunity to prosecute such suit. Company and writer agree at request of the other to join in the execution of any documents which either may deem reasonably necessary to protect the rights reserved or which revert to it or him hereunder.

Without limiting the generality of the foregoing, Company agrees to execute and deliver to writer an assignment under the copyright of all rights in the copyright reserved or which may revert to writer pursuant to the provisions hereof, such assignment to be in the form of a quitclaim except that the delivery and acceptance of such quitclaim shall not be deemed to have relieved Company of any of its obligations herein elsewhere contained with respect to the protection of the rights reserved to the writer.

Within twelve (12) months from the commencement of the term hereof, a committee composed equally of representatives of the Guild and the Association of Motion Picture and Television Producers, Inc. shall meet to reach mutual agreement as to the proper copyright procedure to be followed in order to assure protection of literary material contained on video tape.

Either party may reopen with respect to this Article 50 if the Copyright Act is revised during the term of this Basic Agreement and the parties agree to bargain in good faith. Any agreement reached in such negotiations shall be included in the Basic Agreement. A failure to agree in such negotiations shall not terminate the Basic Agreement and the matter shall not be subject to grievance and arbitration or any other action.

Article 49 TV
Exhibition on Means of Transportation

Article 50 TV
Copyright

Article 51. Cable TV, Cassettes, Etc. (General)

A. CABLE TV

Origination on or employment directly for CATV in its present form shall be governed according to the provisions of this Basic Agreement applicable to free television. Should the present form change, however, and should CATV subscribers have the option to pay fees (in addition to the charges assessed for use of the cable) for programs originated on CATV, then the CATV system imposing such fees shall be considered pay TV and the positions and options of the parties shall be as set forth in Article 15A 4. hereof, provided, however, when the charge assessed for use of the cable by a CATV system includes one or more channels for which no additional fee is imposed, then such one or more channels shall not be considered to be pay TV.

B. COMPACT DEVICES

Exhibition of product by means of devices now known or hereafter devised, utilizing cassettes, cartridges, discs, tapes or wire (such as the EVR, RCA and other new processes) shall be governed by the following:

1. If the Company employs a writer or purchases literary material for a film intended primarily for exhibition on compact devices, the terms of this Basic Agreement relating to theatrical films shall apply; provided, however, if the film packaged in such compact device is produced primarily for exhibition on free television, then the terms of this Basic Agreement relating to television film shall apply; provided further that nothing in this Article 51B is intended to include any film or transaction specifically excluded from this Basic Agreement pursuant to any other provision of this Basic Agreement.

2. With regard to television film which is packaged on such devices and licensed for theatre or home use, the theatrical use payments required for the theatrical release of television film shall be due.

3. With regard to theatrical film which is packaged on such devices,

a. if licensed or sold for broadcast on free television, the television licensing payments required elsewhere in this Basic Agreement shall be due;

b. if licensed or sold for any other use, no payments for such exploitation shall be due under this Basic Agreement, except as may flow from the exercise of one of the options set forth below.

4. With regard to all of the forms of exhibition of product on compact devices set forth above, the Guild shall be permitted to choose either of the following options:

a. Accept the terms of any agreement relating to such licensing or sale negotiated between the AMPTP or its member companies and the Screen Actors Guild (pro rata to SAG's television licensing formula in the ratios of SAG's and WGA's 1960 Theatrical MBA's).

b. Terminate this Basic Agreement upon sixty (60) days' notice, which may be given any time after April 15, 1972, for purposes of negotiating provisions relating to such licensing or sale.

Article 52. Industrial Films (General)

Upon request of either party, the parties will on sixty days notice bargain concerning terms and conditions of a separate agreement covering the employment of writers employed to write industrial films.

Article 53. Significance of Titles and Sub-Titles (General)

The headings of Articles, paragraphs and other subdivisions hereof are inserted for the purpose of convenient reference, and it is recognized that they may not adequately or completely describe the contents of the provisions that they head. Such headings shall not be deemed to govern, enlarge, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Basic Agreement or any part or portion thereof; nor shall they otherwise be given any legal affect, except as provided in the preamble to this Basic Agreement.

WRITERS GUILD OF AMERICA, WEST, INC.
and on behalf of itself and its affiliate
WRITERS GUILD OF AMERICA, EAST, INC.

By Michael H Franklin

ACCEPTED AND AGREED:

By Billy W Hunt

On behalf of the respective signatory members of the ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS, INC.

THEATRICAL CREDITS

1. Credit shall be given on the screen for the screenplay authorship of feature-length photoplays and shall be worded "Screenplay By." The term 'screenplay' means the final script (as represented on the screen) with individual scenes and full dialogue, together with such prior treatment, basic adaptation, continuity, scenario, dialogue, and added dialogue as shall be used in and represent substantial contributions to the final script.

In the exceptional case where a writer has contributed to the development of the final screenplay but is not given screenplay credit hereunder, credit in the form "Adaptation By" may be given, but such credit, shall be subject to automatic credit arbitration as provided in subsection 18. of this Schedule A.

2. The term "story," as used throughout this Schedule A means all writing written substantially in whole by a writer or writers while employed by the Company, representing a contribution distinct from screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "source material" means all material upon which the screenplay is based other than story as hereinabove defined, including other material on which the story is based. Credit shall be given on the screen for story authorship of feature length photoplays to the extent and in the forms provided in the following subparagraphs a. to e., inclusive.

a. When the screenplay is based upon story and upon no other source material, screen credit for a story authorship shall be given the screen writer, and shall be worded "Story By."

b. When the screenplay is based upon source material, screen credit for story authorship may be given by the Company to the source material author, and may be worded "Story By."

c. When the screenplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded "Screen Story By," which credit shall be subject to automatic credit arbitration as provided in subsection 18. of Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired. The following examples are illustrative and not intended to cover all situations: "From a Play By," "From a Novel By," "From a Saturday Evening Post Story By," "From a Series of Articles By," "From an Unpublished Story By," "Based on a Story By," "Ernest Hemingway's Old Man of the Sea," or other appropriate wording indicating the form in which it is acquired.

"Based upon a Screenplay By" is appropriate source material credit in cases in which literary material is acquired or writers are employed under circumstances in which the credit provisions of this Basic Agreement do not apply, and under contracts whereby purchaser or employer agrees to give writing credits, and if Company takes over the employment contract or acquires the material written under such contract, and subsequently employs, in relation to such material, a writer subject to this Basic Agreement.

d. When the screenplay is based upon a sequel story written by an employed writer, story credit for such sequel shall be given in the form "Story By," and the author of the source material upon which such sequel is based may be given credit "Based Upon Characters Created By," or other appropriate form of credit.

e. The Company may engage any person to write any source material (including, but not limited to the source material referred to in paragraph c., above), as an independent contractor, and may guarantee source material credit to such person as above provided.

Upon the written request of a writer made prior to his acceptance of employment in connection with a designated photoplay, or upon the written request of a then employed writer made at the time of his assignment to a designated photoplay, the Company shall notify him in writing of any then existing contractual obligation to give credit for source material in connection with such photoplay. The Company shall not be thereby limited from making subsequent contractual obligations to give source material credit, as above provided, in connection with such photoplay. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect credit information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer, if the Company at the time of giving such credit information believes in good faith such information is correct.

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, from carrying out such credit obligations as may be therein provided.

3. Screen credit on photoplays on which one writer or a team has written both the story and the screenplay shall be worded "Written By."

If a writer is entitled to "Written By" credit on a photoplay which he also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By_____", or "Written and Directed By_____", or "Written, Produced, and Directed By_____".

4. Screen credit for screenplay will not be shared by more than two writers, except that in unusual cases, and solely as the result of arbitration, the names of three writers or the names of writers constituting two writing teams may be used. A writing team is: two writers who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The intention and spirit of the award of credits being to emphasize the prestige and importance of the screenplay achievement, the one, two or at most three writers, or two teams, chiefly responsible for the completed work will be the only screen writers to receive screenplay credit. Story credit will not be shared by more than two writers.

5. The limitation on the number of credits provided for in subsection 4 shall apply to all feature-length photoplays except episodic pictures (such as TALES OF MANHATTAN and IF I HAD A MILLION) and revues. A revue is a feature-length photoplay in which the story is subordinate to specialties, musical numbers or sketches, and in connection with which star or featured billing is given to the actors, singers, dancers, or musicians appearing in these separate specialties, musical numbers or sketches.

6. Unless the screenplay writing is done entirely without the collaboration of any other writer, no designation of tentative screenplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit.

7. When more than one writer has participated in the authorship of a photoplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the screen, provided that the form of credit agreed upon is in accordance with the terms of this Schedule A, and provided the agreement is reached in advance of arbitration, and provided that the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the Company before a final determination of credits hereunder, the Company will accept such designation of credits, and such agreed credits shall become final hereunder. The Company will confirm such agreed credits by sending notice thereof to all participants and the Guild, in the manner hereinafter provided in subsections 11. and 12. hereof.

In any case in which a foreign law or government regulation applicable to the employment of writer requires credit to be given, Company shall furnish the Guild with a copy of such law or governmental regulation together with the tentative notice of credit and the Guild agrees that credits determined shall include the minimum credit necessary to comply with such legal requirements.

8. Writing credits as finally determined hereunder shall appear on the screen on a title card immediately preceding the cards on which appear credit to the producer and the director of the photoplay, provided that the card on which appears the credit to the producer immediately precedes that of the director, and otherwise the card on which writing credits appear shall immediately precede that of the director. No other credits except source material credit, may appear on the card on which writing credits appear.

Source material credits (if they appear on the screen) and writing credits finally determined hereunder shall, subject to the foregoing, appear only in the following manner:

a. On one title card on which there appear only writing and source material credits.

b. On separate title cards on each of which there may appear any one or more of such credits, and no other credits.

c. On the main title card of the photoplay on which there may appear any one or more of such credits together with other credits.

Screen credit for the writer of the screenplay shall be accorded in the same style and size of type as that used to accord screen credit to the individual producer or director of the photoplay, whichever is larger.

Whenever source material credit, or source material and story credit given to the same writer, appears on the same title card as the screenplay credit, the screenplay credit must be the initial credit and must occupy not less than 50% of the credit card in type at least as large in all respects as that accorded the source material credit. Whenever story credit, but no source material credit, appears on the same title card as the screenplay credit, the screenplay credit must be the initial credit and occupy not less than 60% of the card. Wherever both a source material credit and story credit given to different writers are placed on the same title card as the screenplay credit, the screenplay credit shall appear in a larger size of type on the upper 60% of such title card. Such source material credit and this story credit shall appear in a smaller size of type than that used for the screenplay credit and shall appear on the lower 40% of such title card which lower 40% of such title card shall be apportioned equally among all writers receiving such source material and story credit. Under the circumstances described in the immediately preceding sentence, the Company shall have the right to place the source material credit on another card without the limitations hereinabove imposed so long as such other card is not inserted between the screenplay

credit and the director's credit. The foregoing provisions of this subsection and the preceding subsection shall not be applicable to contract commitments entered into prior to December 13, 1963 which contain terms contrary thereto.

9. A writer who has particiapted in the writing of the screenplay, or a writer who has been employed by the Company on the story, or who has sold or licensed literary material subject to this Basic Agreement, shall, for the purpose of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of screen credits, and in addition, in the case of a remake, any writer who has received credit either for story or screenplay in connection with the most recent production of such remake photoplay.

10. Prior to the final determination of screen credits, as provided herein, the work of participants not receiving screen credit may be publicized by the Company. After such a determination of screen credits only persons receiving screen credits or source material credit may be so publicized.

11. Before the writing credits for a motion picture are finally determined (and in the case of a motion picture produced in Company's studios in the Los Angeles area, no later than three (3) business days following completion of principal photography of such motion picture, except where circumstances make it impractical), the Company will send to each participant and to the Guild concurrently a written notice which will state the Company's choice of credit on a tentative basis, together with the names of all participants, their addresses last known to the Company and if a participant is then also a director or producer of the photoplay the notice will so indicate. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within five (5) days after the Company's request for such information, in addition to giving notice to each participant shown on its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which Company intends to use in connection with the photoplay. Such credits shall not be subject to the provisions for protest and arbitration as hereinafter provided, but the Guild shall have the right to object to the form of such a credit.

At the Company's request, the Guild may, but shall not be obligated to, make a determination of screen credits and shall so notify the participants. When a Guild determination is so made, it shall be considered a final determination.

At the request of the Guild made to the Company on commencement of principal photography of such motion picture, the Company shall furnish the Guild with a list of all persons who, to the best of the Company's knowledge, are or were participants (see subsection 9. above) with respect to such motion picture. If thereafter any other writer is engaged by Company to render writing services in or in connection with such motion picture during the principal photography thereof, the Company will promptly notify the Guild of that fact. If the motion picture involved is a remake of an earlier motion picture produced by Company, the list of writers to be supplied by the Company pursuant to this paragraph shall include the name of any writer employed by the Company to render writing services with respect to the most recent prior production by Company of such earlier motion picture and who received screen credit for such writing services.

A casual or inadvertent failure by the Company to forward the notices, lists, names or other information to the Guild or persons specified at the times or places designated pursuant to this subsection 11. shall not be deemed to be a breach of this Basic Agreement.

12. The notice specified in subsection 11. hereof, will be sent by telegraph to writers outside of Los Angeles area or by telegram, messenger or special delivery mail to writers in such area. In case of

remakes the Company shall not be under any obligation to send any notice to any writer contributing to the screenplay or story of the original production unless such writer received screen credit in connection with such original production.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company, but such time will not be earlier than six o'clock p.m. of the fifth business day following the next day after the dispatch of the notice above specified. If within the time specified, a written request to read the script has not been delivered to the Company from any of the participants, or a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefor in the notice thereof. The Guild agrees not to use its right of protest indiscriminately. In the event of an emergency and on Company's request, the Guild may reduce such "fifth business day" period. The Guild agrees to cooperate as fully as possible in considering such requests.

14. If a request to read the script is received by the Company from a participant within the time specified in subsection 13. hereof, or if a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than one hundred and twenty (120) hours, exclusive of Sundays and holidays, after the scripts are delivered to the Guild office in Los Angeles, or one hundred and twenty (120) hours after the Guild is notified that the scripts are available at the Company's studio, whichever is earlier. In the event of an emergency and on the Company's request, the Guild may grant a reduction of such one hundred and twenty (120) hour period. The Guild agrees to cooperate as fully as possible in considering such requests.

The tentative screen credits shall become final if no protest is timely made.

15. Upon receipt of a protest or request to read the script, the Company will deliver a copy of the script to the Guild office in Los Angeles for each participant who requests it, provided that the Company shall not be required to prepare additional copies of the script, and the Company shall notify the participants and the Guild by telegraph informing them of the name of the protesting party and the new time set for final determination.

16. If a unanimous designation of credits as provided for in subsection 7. hereof or a request for arbitration as hereinafter provided is not communicated to the Company within the time limit set for the final determination of credits, the Company may make the tentative credits final.

17. Any notice specified in the foregoing paragraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company by telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally.

18. Unless a unanimous agreement has been reached in accordance with subsection 7. hereof, any participant or the Guild, may within the period provided for in subsection 14. hereof, file with the Company at its Studio and the Guild at its Los Angeles office a written request for arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A the Guild will be deemed to have made a written request for arbitration of credits, at the time the Company submits the notice of tentative credits, and in such case Company will immediately make available to the Guild the material as provided for under this subsection.

The Guild through its arbitration committee shall, within ten business days thereafter, make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the

same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this subsection 18. have been fully complied with by the Company.

In the event of an emergency and upon the Company's request that the time for arbitration be shortened, the Guild agrees to cooperate as fully as possible. If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate as fully as possible.

Prior to the rendition of the decision said committee may make such investigations and conduct such hearings as may seem advisable to it. Immediately upon receipt of said request for arbitration, the Company shall make available to the Guild three (3) copies of the script, and three copies of all available material written by the participants and three copies of all available source material, provided, however, that if three copies of any such material shall not be available, Company shall only be required to provide such copies as are available but in such case the time within which the committee may be required to render its decision as provided for herein shall be extended from ten days to twenty days. In addition, the Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to the arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee, and any Board of Review established by the Guild in connection therewith, with respect to writing credits, in-so-far as it is rendered within the limitations of this Schedule A, shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

19. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the Committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such Committee. The Guild and any writer signing any contract incorporating by reference or otherwise or referring to this Schedule A, and any writer consenting to the procedure set forth in this Schedule A, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this Schedule A, and all such rights or claims are hereby specifically waived.

20. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or a participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company, as the case may be, within forty-eight (48) hours after completion of the writing work claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

21. No writer shall claim credit for any participation in the screen authorship of any photoplay for which the credits are to be determined by the procedure herein provided for prior to the time when

such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.

22. In any publicity issued or released prior to the final determination of credits as herein provided, the Company may include such screenplay or screenplay and story credits as the Company may in good faith believe to be fair and truthful statement of authorship. After such final determination of credits, the Company shall not issue or release any publicity which shall state screenplay or screenplay and story authorship contrary to such determination. No casual or inadvertent breach of the foregoing shall be deemed to constitute a breach by the Company.

Writing credit, but not necessarily in the form specified in this Schedule A, shall be included in publicity releases issued by the Company relating to the picture when the producer and the director are mentioned. The writing credit shall also be included in screening invitations issued by the Company where the credit of the producer or director are included. Prior to a final determination of credits, Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship.

Screenplay or screenplay and story credit in accordance with the final determination of such credit will be given on any paid advertising issued anywhere in the world, provided such advertising is prepared by the Company in the Continental United States and is controlled by the Company where such advertisement is used; it being understood that in such advertising prepared prior to final determination of screenplay and story credits, the Company shall include such screenplay or screenplay and story credit as the Company may in good faith believe to be a fair and truthful statement of authorship. After final determination of credits, the Company shall not prepare for issuance any advertising which shall state screenplay or screenplay and story authorship contrary to such final determination.

Where there is only a single writer on a project and if a paid advertisement is issued in which that writer would have received credit hereunder had there been a final determination of credit at that time, then such writer shall be given credit in such advertisement in accordance with the credit requirements of this Schedule A.

In forms of advertising covered hereunder the names of the individual writers accorded screenplay or screenplay and story credit for a photoplay will appear in the same size and style of type as that in which the name of either the individual producer of the photoplay or, the director of the photoplay shall appear in such advertising, whichever is larger. Provided, however, that:

a. If three (3) or more writers share screenplay credit, then the Company shall not be required to use, for the advertising credit to which such three (3) or more writers are entitled, an area in excess of the minimum area that would be occupied by the names of the first two (2) of such writers, if only such first two (2) writers were entitled to share screenplay credit; it being understood that for such purpose the Company may diminish height of the type in which the names of the three (3) or more writers appear in addition to narrowing from side to side the names of such three (3) or more writers; it being further understood that for the purpose of determining which of the writers are the first two (2), the order in which such writers appear in the notification of the Guild's determination reached in its credit arbitration proceedings shall control; and

b. Where a writer entitled to screenplay credit is also entitled to credit as the director and/or producer of the photoplay, then the name of such writer need only be mentioned once in such advertising, provided, however, that he receives credit as a writer; provided further that the order of credit as between writer, producer and director shall be the same as the order with respect to which such credits are given on the screen; and

c. In giving such credit on twenty-four (24) sheets, the names of the individual writers shall in no event appear in type less than 3-1/2 inches in height, or if the screenplay or story credit is shared by more than two (2), in

type less than 2-1/2 inches in height; and

d. In giving such credit in forms of advertising covered hereunder, other than on twenty-four (24) sheets the names of the individual writers shall in no event appear in type of a height less than 15% of the height of type used for the title of the photoplay, or if there are two (2) titles of the photoplay, the larger title of the photoplay. Company may seek a waiver of the double billing provision, in particular cases such as the "Beau Geste" ads and the Guild will not unreasonably withhold such waivers.

In all cases the location of the credit accorded to any writer under this subsection 22 shall be descretionary with the Company.

Where the title of the photoplay is in letters of varying sizes, the percentage above referred to shall be based on not less than the average size of all the letters in such title.

The foregoing obligation to accord advertising credit shall be limited to screenplay or screenplay and story credit and shall not apply:

(1) To group advertising, i.e., where more than one (1) photoplay is advertised; provided, however, that with respect to this exception and the following "teaser" exception, if the individual producer or individual director is mentioned the writer shall also be mentioned, unless no writer is assigned.

(2) To so-called "teaser" advertising;

(3) To advertisements less than eight column inches in size, but if the names of two or more persons who are the producer and director are mentioned the writer shall also be mentioned;

(4) To "trailer" advertising, except where the individual producer or director is mentioned;

(5) Other advertising on the radio or television;

(6) Where credit is given neither to the individual producer nor director of the photoplay;

(7) To special advertising relating only to the source material on which the picture is based, or author thereof, any member or members of the cast, the director, individual producer, or other personnel concerned in its production, or similar matters.

Advertising shall be deemed to have been prepared hereunder when the Company has forwarded the finished copy therefor to the processor or publisher. The Company agrees, however, to revise advertising prepared prior to the final determination of credits so as to show the screenplay or screenplay and story credit as finally determined, if such revision can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense, and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

The Company shall require that all writing credits as they appear on the screen appear in any published version of the whole or substantial part of a picture script, and in any novel based on the screenplay, provided that with respect to any novel based on such screenplay the credit shall indicate that such novel is based on such screenplay. Such writing credit shall appear on the title page in the same size and style of type used for the writer of the novel. If the name of the writer of the novel appears on the cover the "screenplay" or "written by" credit shall also appear on the cover in the same size and style of type as the writer of the novel, provided, however, that the writing credit need not so appear if the writer of the screenplay is the writer of the novel. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, and that the publisher

will comply with such requirements. But the failure of a publisher to comply with any of such requirements shall not constitute a breach by the Company.

In connection with the radio or television broadcast of a half-hour or more in length, the whole or nearly the whole of the entertainment portion of which consists of the adaptation of a screenplay or substantial part thereof, the screenplay or screenplay and story credit as it appears on the screen shall be given either orally or visually.

Where the major writing contribution to a photoplay is in the form of narration, credit for such narration shall be given and worded in the following form: "narration written by." When a narration credit is given in lieu of a screenplay credit on any photoplay, then such narration credit shall be subject to all of the rights and limitations as are provided in this subsection 22. with respect to screenplay credit.

If hereafter the Company distributes or licenses the distribution of a souvenir program or theatrical program of a motion picture hereunder, or a phonograph record or phonograph album made from the sound track of a motion picture hereunder, and the individual producer or director of such picture is named in his capacity as such in such program or on the liner, cover or jacket of such album or records, then the writer shall also be named. The size of such credit as specified under this Schedule A shall be related to the size of the title as it is used in the listing of credit for such picture on such program, liner, cover or jacket.

If in giving credits with relation to a product, the Company gives a "produced by" and also a "directed by" credit then Company shall require the writer's credits to be given in accordance with the provisions of this Schedule A. The failure of a third party to comply with such requirement shall not constitute a breach by Company.

Where the Company supplies written handouts to reviewers and critics it will list writing credits, if they have theretofore been determined.

No casual or inadvertent breach of any of the foregoing shall be deemed to constitute a default, or a breach by the Company of this Basic Agreement.

23. In connection with "sneak" previews before the first general release of a photoplay in the United States, the Company shall give such screenplay or screenplay and story credits as the Company may in good faith believe to be a fair and truthful statement of authorship, but it shall be the obligation of the Company in good faith to have such credit determined prior to such sneak previews; and there shall be no other preview or theatrical showings of any kind except sneak previews, until correct writing credit has been determined as herein provided and included in the main title.

24. The provisions of this Schedule A shall govern the determination of writing credits for shorts (as defined in the Basic Agreement) based upon written scripts, except that:

a. Such writing credits shall appear in forms selected by the Company. In this connection, the Company agrees to use forms of credit which represent a fair and truthful statement of authorship.

b. The location of screen credit shall be discretionary with the Company and such credit may appear on a card with other credits.

c. The right of protest shall be limited to participants. Protests shall be directed only to improper or untruthful statements of the facts of authorship, rather than to the form in which such authorship is stated.

d. The period of time specified in paragraph N hereof shall be forty-eight (48) hours in place of one hundred and twenty (120) hours.

e. The period of time specified in paragraph R shall be three (3) business days in place of ten (10) business days, and the arbitration decision shall not affect the form of the writing credit.

f. The provisions of subsection 22. requiring the giving advertising credit, shall not apply to shorts, but if such writing credits are advertised, they shall be a fair and truthful statement of authorship.

25. In connection with the sale, assignment, or licensing of any literary material or rights therein, which material is subject to the credit provisions of this Schedule, Company shall obtain an acknowledgment in writing that the purchaser, assignee or licensee, as the case may be, will abide by all of the obligations incurred to writers by Company under the terms and provisions of this Schedule A. Upon the execution of such an acknowledgment, Company shall be considered to have fully complied hereunder and thereupon shall be relieved of all obligations under this Schedule A, with respect to such material or rights therein, as the case may be.

26. a. Company will submit to the office of the Guild, 8955 Beverly Boulevard, Los Angeles, California 90048, attention of its Executive Director, a copy of the initial and subsequent campaign advertising material, prior to the issuance or distribution of such advertising material. If at the time of such submission, the Company has the copy of the souvenir program, theatrical program, liner, cover or jacket referred to in subsection 22. above or the copy of the title and cover page of the novelization, referred to in subsection 22, above, the Company will also furnish such copy to the Guild at such time. If the exigencies of time so require, Company may comply with the above by submitting such advertising material to the office of Writers Guild of America, East, Inc., 22 West 48th Street, New York 36, New York, Attention of its Executive Director. If within twenty-four (24) hours after such submission in Los Angeles or if within thirty-six (36) hours after such submission in New York the Guild protests by telegram delivered (collect if desired) to the Company, that such advertising material does not conform to the provisions of this Schedule A, subsection 22. above, then the Guild may, within twenty-four (24) hours after making such protest, submit the dispute to arbitration under this subsection 26. The arbitrator shall make his decision and deliver it to the respective offices of the Company and Guild within twenty-four (24) hours after such submission to arbitration.

The arbitrator shall be selected in accordance with the following procedure. There shall be a panel of ten (10) arbitrators designated as Arbitrators Number 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, respectively. The first such arbitration shall be submitted to Arbitrator Number 1, the second such arbitration (or the first such arbitration if Arbitrator Number 1 is unavailable therefor) shall be submitted to Arbitrator Number 2, and so on in rotation. The initial panel of arbitrators is:

Ben Aaron	Arbitrator Number 1
Sidney Justin	Arbitrator Number 2
Dean Richard Maxwell	Arbitrator Number 3
Addison Mueller	Arbitrator Number 4
Seymour Bricker	Arbitrator Number 5
Orrin B. Evans	Arbitrator Number 6
Harry Keaton	Arbitrator Number 7
Roger Davis	Arbitrator Number 8
Leon Kaplan	Arbitrator Number 9
Walter Bruington	Arbitrator Number 10

The arbitration shall be held in Los Angeles, California. The cost of such arbitration shall be borne equally by the Company and the Guild. The Company and Guild shall each bear its own attorneys' fees.

If the arbitrator decides that the Guild's protest is valid, he must designate in what respect such advertising material does not conform to the provisions of this Schedule A, subsection 22. above. This shall be the limit of the arbitrator's authority. The decision of the arbitrator shall be binding upon the Company, the Guild, and the writer or writers involved. Company shall not issue any such advertising material which would violate such decision.

It is hereby agreed that if the arbitrator in any arbitration under the provisions of this subsection 26. does not make his decision and deliver it to the respective offices of the Company and Guild within 24 hours after the dispute has been submitted to him under this subsection 26., then, at any time thereafter prior to the making and delivering of such decision, either the Guild or the Company may elect to remove the dispute from such arbitrator and re-submit it to the next arbitrator in rotation. If so re-submitted, such next arbitrator in rotation shall make his decision and deliver it to the respective offices of the Company and Guild within 24 hours after such re-submission. The aforesaid election and re-submission shall be exercised and effected by written notice by the Guild or the Company, as they case may be, to the other party. If the first arbitrator shall make and deliver his decision after the expiration of 24 hours after the dispute has been submitted to him and prior to the re-submission of the dispute to the next arbitrator in rotation as aforesaid, such decision shall have the same effect as though it had been made and delivered by the ffrst arbitrator within 24 hours after the original submission of the dispute to him.

If the Guild fails to submit its protest in the manner and within the time period specified above, or if the Guild fails to submit the dispute to arbitration in the manner and within the time period specified above, then in either of such events the Guild shall be conclusively deemed to have approved such advertising material and such approval shall be binding upon the Guild and the writer or writers involved. The Company shall not issue or distribute any advertising material prior to the expiration of the period within which the Guild may protest nor in the event of a protest by Guild (submitted in the manner and within the time period specified above) prior to the expiration of (i) seventy-two (72) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in Los Angeles or (ii) eighty-four (84) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in New York, as the case may be.

In determining any twenty-four (24) or thirty-six (36) hour period referred to above in this subsection 26 a., there shall be excluded Saturdays, Sundays and the six holidays recognized in the motion picture industry, to-wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

Time is of the essence as to all of the provisions of this subsection 26.

b. Company will forward, wherever practical, by Air Mail, to the Guild, to the attention of its Executive Director, a copy of each of its press books immediately upon its publication and before its general distribution. The present address of the Guild is 8955 Beverly Boulevard, Los Angeles, California 90048.

Such press books shall conform to the provisions of this Schedule A, subsection 22., above.

The Guild shall send a written answer to the Company immediately upon receipt of the Company's press book. If Company does not recieve such an answer from the Guild within six days from the time the Company has sent the press book to the Guild, the Guild shall be considered to have approved the press book, and such approval shall be binding upon the Guild and the writer or writers involved. If within such six days the Guild should protest to the Company that any advertising contained in such press book neither previously approved as part of initial advertising material nor as part of subsequent advertising material, does not conform with the advertising provisions quoted above, the Guild and the Company shall appoint a joint committee which shall immediately

determine the validity of the Guild's protest. If the committee determines it is a valid protest, it may specify the corrections, if any, necessary to conform the advertising with the above mentioned advertising provisions.

27. If the Company shall sell or license the so-called stage presentation rights to a screenplay with respect to which a writer has received a "written by," "story by," or "screen story by" screen credit, then Company shall provide in the contract of sale or in the license that the writer shall be accorded appropriate credit reflecting such screen credit in (1) the program for the stage presentation based upon such screenplay, (2) newspaper advertising of one-half page or larger for the Broadway showings of such stage presentation, and (3) billboards and lobby displays for such stage presentations, but only if general credits are also accorded in such programs, newspaper advertising, lobby displays, and billboards, e.g., director credit, stage play writer credit, producer credit, choreographer credit, and the like. The failure of the purchaser or licensee of the stage presentation rights to comply with such contractual requirements shall not constitute a breach of this agreement by the Company.

28a. Notwithstanding any other provision of this Schedule A, but subject to the provisions of subsection 28d. below, if the individual producer or director is accorded a "production" or "presentation" type of credit, such as "A Sam Jones Production" or "A Sam Jones Picture" or "A Sam Jones Presentation," on the screen (wherever such credit may appear on the screen other than in the position where such individual producer or director credit would normally appear pursuant to this Schedule A), in advertising (wherever such credit in advertising may appear), such "production" or "presentation" type of credit may be accorded in a different style and/or a different size (whether larger or smaller) of type than used to accord credit to the writer of the screenplay, subject to the following:

(1) If such "production" or "presentation" type credit on the screen is in such different style or different size of type, it shall not be placed on the screen between the card according credit to the writer of the screenplay and the card according credit to the director of the photoplay.

(2) If such "production" or "presentation" type credit is used more than once in any advertisement and appears in larger size type than that accorded to the writer of the screenplay in such advertisement, it may not be placed on the same line as such writer's credit in such advertisement.

28b. Subject only to the provisions expressly relating thereto contained in this subsection 28, the matter of "production" or "presentation" type credit shall not be governed by this Basic Agreement; it being agreed that the Company may accord such "production" or "presentation" type credit as it may see fit.

28c. The obligation under subsection 22. of this Schedule A to mention the writer in group advertising or so called "teaser advertising or trailer advertising" where the individual producer or director is mentioned shall not apply if such mention of the individual producer or director is a "production" or "presentation" type credit.

28d. The provisions of a. b. and c. of this subsection 28. are modified to the extent required by the following:

Wherever a single presentation or production credit is accorded to any individual or individuals in advertising, the writer or writers who are entitled to credit on the screen pursuant to the provisions of this Schedule A shall receive credit in such advertising in type size at least 20% of the size of the type of the main title or 50% of the size of the type of the production or presentation credit, whichever is greater, as such title or credit appears on the advertising involved. If more than one such presentation or production credit is accorded to any individual or individuals, then the size of the writing credits shall be increased by an additional 5% of the main title for each such additional presentation or production credit (e.g., a total of 25% for two,

30% for three), or shall be in 50% of the size of the largest of such presentation or production credits, whichever is larger.

If two or more names are used on one line in one such presentation or production credit it will, nevertheless, count as one presentation or production credit (e.g., "A John Jones-Bob Brown Presentation"; but not "A John Jones Production of a Bob Brown Presentation").

The credit accorded to the author of the source material is not subject to the restrictions of this subsection and shall not be considered a "production" or "presentation" credit.

All credit requirements of existing contracts or appropriate credits contained in copy prepared prior to December 13, 1966, which conflict with the foregoing provisions shall control.

The provisions hereof shall further not apply to impersonal corporate presentation or production credits where the corporate name is wholly impersonal such as "Columbia Pictures Corp. presents," and shall further not apply to the names of any distributing company, whether or not impersonal, including Walt Disney Productions.

The foregoing provisions shall not apply to subparagraphs (1), (2), (4), (5), and (6) of subsection 22d. of this Schedule A.

29. On the request of either party for modification of this Schedule A on the ground of hardship in the application of any of its provisions, the other party agrees to meet and negotiate with respect to changes to eliminate such claimed hardships.

30. Where used in this Schedule A, the term "writer" or "employed writer" shall have the same meaning as provided in Article 1 B.1.a. of the Basic Agreement.

TELEVISION SCHEDULE A

TELEVISION CREDITS

1. Credit shall be given on the screen for the authorship of stories and teleplays and shall be worded "Teleplay by", or "Story by", or "Written by" (for story and teleplay) or, in the case of variety and audience participation shows only, "Written by", or "Special material by", as the case may be. The term "Teleplay" means the script as produced on the television screen or as shown in its final form, by whatever means the medium may employ. In the exceptional case where a writer has contributed to the development of the final teleplay but is not given teleplay credit hereunder, credit in the form "Adaptation by" may be given, but such credit shall be subject to automatic credit arbitration as provided in subsection 17. of Schedule A, Television.

If a writer is entitled to "Written by" credit on a television film which he also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By_____", or Written and Directed By_____", or "Written, Produced, and Directed By_____".

2. The term "Story" means all writing written substantially in whole by a writer or writers as hereinbefore defined, representing a contribution distinct from Teleplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "Source material" means all material upon which a teleplay is based other than the story, as hereinabove defined, including other material on which the story is based. Credit shall be given for story authorship of teleplays to the extent and in the forms provided in the following paragraph a. to e. inclusive:

a. When a teleplay is based upon story and upon no other source material, credit for story authorship shall be given to the television writer and shall be worded, "Story By."

b. When the teleplay is based upon source material, no story authorship credit may be given to the television writer (except pursuant to paragraph c. and d. below) but, subject to contractual commitments in effect on June 19, 1960 with source material authors, the source material author may not be given "Story by" credit, it being understood and agreed, however, that the company may give to the source material author any appropriate credit other than the two words "Story by", and that the credit given to source material authors may include, but shall not be limited to, the source material credits referred to in paragraph c. below

c. When the teleplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded, "Television Story by", which credit shall be subject to automatic credit arbitration as provided in subsection 17. of this Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired, such as, for example, "From a play by", "From a novel by", "From a radio play by", "From a Saturday Evening Post story by", "From a series of articles by", "From an unpublished story by", "Based upon a short story by", or other appropriate wording.

d. Where the teleplay is based upon a sequel story, credit for such sequel story shall be given in the form "Story by" and the author of the source material upon which such sequel is based may be given credit, "Based upon characters created by", or other appropriate form of credit. If the source

material is in the form of a format or characters, then the source material credit may be given in the folliwng forms: "From the format by", or "Characters created by".

e. Upon the written request of a writer made prior to his acceptance of employment in connection with a designated program or upon the written request of a then employed writer at the time of his assignment to a designated program, the Company shall notify him in writing of any then existing contractual obligations to give credit for source material in connection with such program. The Company shall not thereby be limited from making subsequent contractual obligations to give source material credit as above provided in connection with such program. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer if the Company at the time of giving such credit information believes in good faith such information is correct .

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, and from carrying out such credit obligations as may be therein provided.

In the case of a Variety or Audience Participation program on film where a writer has contributed material and is not otherwise entitled to be included in the "Written by" credit customarily shared by such writers, additional credit may be given for such material in the form "Special Material by". Writers of Variety and Audience Participation Shows shall be deemed included under all the provisions of this Schedule A, the same as writers of dramatic programs despite the fact that only "Story" and "Teleplay" are hereinafter referred to, and when credits for Variety or Audience Participation Shows are involved hereunder the terms "Written by" and "Special Material by" shall be deemed included whenever the terms "Story by" and "Teleplay by" appear.

3. Screen credit for teleplay will not be shared by more than two (2) writers, except that in unusual cases, and solely as the result of Guild arbitration provided hereunder, the names of three (3) writers or the names of two (2) writing teams may be used. A writing team for the purpose of this Schedule A only shall be deemed to be two writers (excluding production executives) who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The same limitation shall apply to screen credit for story authorship by writers hereunder.

4. The limitation as to the number of writers receiving credit provided for in subsection 3 shall apply to all teleplays except multiple-story teleplays, revues, Variety and Audience Participation shows.

5. Unless the writing of the story and/or teleplay is done entirely without the collaboration of any other writer, no story or teleplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit. Such credit arbitration, however, shall be without prejudice to the Company's position in any arbitration relating to payment pursuant to Article 13B.7C. A production executive for the purpose hereof shall be defined as any employee

of Company customarily hired for or engaging in activities considered part of the managerial phase of company's business activities. If Company shall claim that a writer has been assigned to write a teleplay based upon a story composed or created by a production executive, the story and teleplay shall be subject to an automatic arbitration pursuant to the provisions of this Schedule A.

6. When more than one (1) writer has participated in the authorship of a story and/or teleplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the television screen, provided that the form of credit agreed upon shall be in accordance with the terms of this Credits schedule, and provided further the agreement is reached in advance of arbitration and the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the company before the final determination of credits hereunder, the company will accept such designation of credits, and such agreed credits shall become final hereunder. The company will confirm such agreed credits by sending notice thereof to all participants and to the Guild in the manner provided in this Schedule, subsections 10.-11. In no case shall a writer grant to another writer, or accept for himself, credit which is not properly earned.

7. Writing credit, required under the provisions of this Schedule A and as finally determined hereunder, shall appear on a separate card or cards on the television screen subject to the following conditions:

a. Writing credit (other than Source Material credit) may appear on the same card on which appears the title of the particular episode, but in no event in size of type less than 30% of the size of the title; or

b. Writing credit, including Source Material credit, if given, may appear on a separate card or cards immediately following the title card of the particular episode; or

c. Writing credit, including Source Material credit, may appear immediately prior to or following immediately after the director's credit. Writing credits placed pursuant to this subparagraph c. shall not be more than the second personal credit prior to the beginning or subsequent to the ending of the teleplay as the case may be. For this purpose, however, if Source material credit appears on a separate card from the other writing credits these two separate cards immediately succeeding each other shall count as one credit. Commercials or a credit to the production company shall not be deemed to be a "personal credit" for the purposes of this provision.

d. Credit for Anthology Series. With respect to anthology series only, the company shall give the writing credits in either of the positions set forth in a. or b. above unless the initial sponsor of the series, having the right to to so pursuant to its agreement with the Company, requires the Company to refrain from placing the credit in either of such positions. In such case, however, the Company shall place the writing credits as provided in c. above.

e. The credit given to a television writer or writers pursuant to this Schedule A shall precede (but need not immediately precede) source material credit except that

(1) the obligation imposed by this sentence should be subject to contractual commitments, heretofore or hereafter entered into by the Company with any source material author, requiring that source material credit precede television writing credit;

(2) the Company shall in any event have the right to give precedence to source material credit if the source material author's name has marquee value.

For purposes of illustration, a few examples of names having marquee value are: Kathleen Norris, Paddy Chayefsky, Ernest Hemingway, Erle Stanley Gardner, George Axelrod, Ogden Nash and John Van Druten.

If roller type credits are used, the Company in lieu of the use of a separate card shall set the writing credits in such fashion that when they are centered on the screen, no other credit shall be visible.

Source Material credit may be given on the same card on which other writing credits appear provided that writing credit (other than Source Material credit) shall be the first credit appearing on such card and provided further that the Source Material credit shall not occupy more than 40% of the space on such card and is not displayed more prominently than the other writing credits appearing thereon; provided, however, that this provision shall be subject to and not affect any individual personal service agreements in effect on March 18, 1957. In no event, however, shall Source Material credit be included on the card on which the other writing credits appear with the title of the particular episode.

Teleplay credit shall precede story credit, it being understood that if both are on the same card, teleplay credit shall be the first credit.

8. A Company shall not enter into any contract to give credit to any writer or writers hereunder for reasons of the writer's prestige or for any reasons other than earned credit, and writing credit for any writer or writers shall be assigned solely on the basis of actual contribution to the story or teleplay as determined in the event of question by the Credits Arbitration machinery of the Guild.

9. The Guild shall set up and maintain a record and listing of credits comparable to the Bulletin of the Academy of Motion Picture Arts and Sciences for the benefit of writers engaged in writing for television. Any participant in the writing of a story for television or in the writing of a teleplay or any other material which shall appear on the television screen, whose contribution is deemed insufficient to warrant visual television screen credit, shall be eligible to have the nature of his contribution recorded in the aforementioned Bulletin and be made available to such writer for exploitation purposes, provided, however, that the final decision as to his contribution and what credit he shall receive and where, in the event of question, rests solely with the arbitration machinery of the Guild. Company shall be under no obligation with respect to the establishment or maintenance of any such records or listings.

10. A writer who has participated in the writing of the teleplay or of the story (other than Source Material) with respect thereto and, in the case of a remake, any writer who has received credit for story (other than Source Material) or teleplay in connection with the most recent production of such remade television film shall, for the purposes of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of writing credits.

11. Before the writing credits are finally determined, the company will send concurrently to each participant and to the Guild written notice, which will state the Company's choice of credits on a tentative basis, together with the names of all participants and their addresses last known to the company. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within two (2) days after the Company's request for such information, in addition to giving notice to each participant shown in its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which the company intends to use in connection

with the photoplay. Such credits shall not be subject to protest and arbitration as hereinafter provided but the Guild shall have the right to object to the form of such credit.

At the Company's request, the Guild may, but shall not be obligated to, make a tentative determination of screen credits and send out the notice.

12. The notice specified in subsection 11. hereof, will be sent by telegram to writers outside of Los Angeles or New York area, depending on the place of production, or by telegram, messenger or special delivery mail to writers in such areas. No notice will be sent to writers outside of the United States or writers who have not filed a forwarding address with the company. In case of remakes the company shall not be under any obligation to send any notice to any writer contributing to the teleplay or story of the original production, unless the writer has received credit.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company but such time will not be earlier than six o'clock p.m. of the next business day following the next day after the dispatch of the notice above specified. If within the time specified, a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefore in the notice thereof. The Guild agrees not to use its right of protest indiscriminately.

14. If a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than one hundred twenty (120) hours after the Company delivers to the Guild, all of the scripts involved.

In any case where the Guild is required to read more than four (4) scripts pursuant to a protest hereunder, the Company shall be required to add to the one hundred twenty (120) hours above provided a period of twenty-four (24) hours for each additional script or fraction thereof.

If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate wherever practicable.

15. Upon receipt of a protest, the Company will deliver three (3) copies of the final script and three (3) copies of all material written by the participants and three (3) copies of all available source material to the Guild offices in Los Angeles or New York and the Company shall notify the participants and the Guild by telegram informing them of the name of the protesting party and the new time set for final determination, provided that if three (3) copies of all the material cannot be provided the arbitration period is to be extended from one hundred and twenty (120) hours to five (5) business days.

16. Any notice specified in the foregoing paragraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company be telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally, and to the Guild at the last known address of the Guild in Los Angeles or New York.

17. Unless a unanimous agreement has been reached in accordance with subsection 6. hereof, any participant or the Guild may within the period provided for in subsection 13. hereof, file with the Company at its Studio and the Guild at its Los Angeles or New York office, as the case may be, a written request for arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A, the

Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and in such case the Company will immediately make available to the Guild the material as provided for under subsection 15. of this Schedule A. The Guild through its arbitration committee shall, within the time limit specified by the Company make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Schedule have been fully complied with by the Company.

Prior to the rendition of the decision, said committee may make such investigations and conduct such hearings as may seem advisable to it. The Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to that arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee with respect to writing credits, including any Board of Review established in connection therewith, insofar as it is rendered within the limitations of this paragraph shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

18. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such committee. The Guild and any writer signing any contract incorporating by reference or otherwise referring to this subsection or any writer consenting to the procedure set forth in this subsection, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this subsection, and all such rights or claims are hereby specifically waived.

19. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company as the case may be, within forty-eight (48) hours after completion of the writing claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising material previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

20. No writer shall claim credit for any participation in the screen authorship of any teleplay or story for which the credits are to be determined by the procedure herein provided for prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.

21. With reference to credits in advertising which is contracted for by the Company and which is more than eight column inches in size, if the names of the individual producer or director shall be included, the name of the writer shall be included and in all such instances the writer shall receive parity as to size and style of type with the director and producer except in those instances where the Company shall have determined in good faith that the individual director's or producer's name has box office value. In connection with a series, anthology or episodic, or serial, if advertising credit is given to a producer or a director only in connection with advertising the entire series the writer shall be given credit in such advertising where the number of scripts contributed by such writer shall equal the number of programs produced or directed by the producer or director receiving such advertising credit. If spoken credits are accorded to the producer or director they shall also be accorded the writer. Oral self identification by a producer or director shall not be deemed to be a spoken credit for the purpose hereof. In the event that the Company licenses or grants to any third party the right to make any of the uses of serial or episodic series material specified in Article 15B 14., it shall use its best efforts, in contracting with such third party, to require such third party to accord to the writer or writers of such material credit therefore which is appropriate to the field or medium for which such material is licensed; provided, however, that Company shall be obligated, in any contract with such third party for hard cover or paperback book publication of such material, to provide for credit to such writer or writers in a manner consistent with credits ordinarily given in the book publishing industry in similar instances. If Company itself uses such material pursuant to paragraphs a. or e. of said Article 15B 14., it will accord appropriate credit to such writer or writers in connection therewith, but in the event of any dispute concerning the appropriateness of such credit the company's decision shall be final. Nothing contained in this subsection 21. shall be deemed to affect, limit or modify the provisions of subsection 8. of Article 15B of this Basic Agreement, it being the intent that a "Buyer" executing an assumption agreement under subsection 8. shall in all respects be in the same position as the "Seller".

22. No commercial or advertising matter, audio, or visual, shall appear on or above the writer's card either as background or otherwise. The following uses of a sponsor's name, mark, slogan, product or package shall not be deemed to involve an appearance of "commercial or advertising matter":

a. Such use as a part of or in direct conjunction with the title of the program or program series, (as in "DuPont Show of the Month", "GE Theatre", "US Steel Hour");

b. Such use as an integral part of draperies, sets, or props appearing under a superimposition of credits where such draperies, sets or props were used in the entertainment portion of the program (as in various types of variety, comedy variety and audience participation programs);

c. The superimposition of a crawl or roller-type credit over a still or moving photograph of a sponsor's product on a set or sets used in the entertainment portion of the program where the use, demonstration, or exhibition of such product was integrated with the entertainment portion of the program;

d. Such use as a part of the playing or singing of the sponsor's musical theme.

Anything in this subsection 22. to the contrary notwithstanding, it is understood and agreed that on any particular program the writer will be given parity of treatment with the director insofar as the appearance of commercial or advertising matter on their respective cards is concerned.

23. A credit on the screen in the form "created by" shall be given on each episode of an episodic series or serial, to the writer where such writer has separated rights and is entitled to sequel payments for such episode under Article 16B2. Such credit shall be contiguous to a writing credit. The Company may contract to give such credit to any person, but such contract shall provide that in the event another writer is determined to be entitled to such credit, as above provided, that writer shall be given the "created by" credit and the person whose contract provided for such credit may be given a "developed by" credit or other similar credit. If the contract was executed prior to June 16, 1966 providing for such "created by" credit, such credit may be given notwithstanding the above provisions. In the event no one is entitled to such separation of rights or in the case of anthology episodes, nothing herein shall prevent, or require, the giving by the Company a "created by" credit.

a. A writer entitled to "created by" credit shall be given appropriate source material credit in hard cover or paperback book publications arising out of the series. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, but the failure of a publisher to comply with such requirement shall not constitute a breach by the Company.

b. With regard to any episodic series or serial in which a writer subject to this Basic Agreement has separated rights, is entitled to sequel payments under Article 16B2. and receives a "created by" credit, if the Company desires to grant a "developed by" credit, such credit may only be given for writing and shall be subject to a Guild arbitration to determine its appropriateness. The Guild's decision in this regard shall be final.

24. A credit entitled "narration written by" or "narration by" shall be in accordance with the following:

NARRATION

(by writer other than writer of teleplay or story and teleplay)

	FILM ASSEMBLED IN STORY SEQUENCE			FILM FOOTAGE NOT ASSEMBLED IN STORY SEQUENCE		
Nature of material already written under MBA when narration writer hired	**Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer	**Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer
1.	Narration written by	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Written by	See Rate Schedule B	Yes, based on % of applicable freelance minimum in Rate Schedule B
2. Story only	Narration written by (if story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Narration written by (if story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
3. Story and Teleplay	None, but if over 8 minutes of narration (aggregate), only receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration (aggregate of no more than story & teleplay residuals)	None, but if over 8 minutes of narration (aggregate), may receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration

**Credits not to affect rates - There is no Separation of Rights for Narration

25. Notice of tentative credits shall be in the following form, which form has been approved by the Guild:

NOTICE OF TENTATIVE WRITING CREDITS

TO: Writers Guild of America, West, Inc., 8955 Beverly Boulevard, Los Angeles, California 90048 and Participating Writers

NAMES OF PARTICIPATING WRITERS ADDRESS

_____ _____

Title of Episode: _____ Production #_____
(indicate if pilot)

Series Title: _____

Producing Company: _____

Producer: _____ Assoc. Producer: _____

Director: _____ Story Editor(or Consultant): _____

Other Production Executives, if Participating Writers_____

Writing credits on this episode are tentatively determined as follows:

ON SCREEN:

Source material credit ON THIS EPISODE (On separate card, unless otherwise indicated) if any:

Continuing source material or Created By credit APPEARING ON ALL EPISODES OF SERIES (on separate card, unless otherwise indicated) if any:

The above tentative credits will become final unless a protest or request to read the final script is communicated to the undersigned not later than 6:00 P.M._____.

_____ BY: _____

26. Where the Company supplies material to newspapers and periodicals such as TV Guide for listing programs, it will list writing credits if they have theretofore been determined.

27. Where the Company has failed to provide credit on the screen in accordance with final credit determination it shall correct each print before such print is re-telecast and place a full-page advertisement in either DAILY VARIETY or the HOLLYWOOD REPORTER specifically crediting the writer. Such remedies shall be in addition to any claim the individual writer may have for damages by reason of such failure to provide proper credit.

28. Each writing credit card required hereunder shall appear on the screen a minimum of two seconds, or the length of the producer's or director's credit, whichever is shown longer.

29. If by reason of method of assignment of the writer or other circumstances in connection with a program or series, the provisions of this Schedule A are inappropriate, either the Guild or the Company may raise the question of such inappropriateness and the mutual agreement reached by them with respect to the credit to be given, if any, shall be binding and conclusive on these parties and the writers.

STANDARD FORM FREELANCE FILM TELEVISION WRITER'S EMPLOYMENT CONTRACT.

Agreement entered into at _____, this ____ day of _____, 19__ between _____, hereinafter called "Company" and _____, hereinafter called "Writer",

WITNESSETH:

1. Company hereby employs the Writer to render services in the writing, composition, preparation and revision of the literary material described in subsection 2. hereof, hereinafter for convenience referred to as the "work". The Writer accepts such employment and agrees to render his services hereunder and devote his best talents, efforts and abilities in accordance with the instructions, control and directions of the Company.

2. FORM OF WORK:

( ) Plot outline (based on _____).
( ) Story (based on _____).
( ) Story and teleplay (based on _____).
( ) Teleplay (based on _____).
( ) Rewrite (of _____).
( ) Polish (of _____).
( ) Other material (described as _____).

3. DELIVERY:

If the Writer has agreed to complete and deliver the work, and/or any changes and revisions, within a certain period or periods of time, then then such agreement will be expressed in this paragraph as follows:

4. COMPENSATION:

As full compensation for all services to be rendered hereunder, the rights granted to the company with respect to the work, and the undertakings and agreements assumed by the Writers, and upon condition that the Writer shall fully perform such undertakings and agreements, Company will pay the Writer the following amounts:

a. Compensation for services $_____
b. Advance for television re-runs $_____
c. Advance for theatrical use $_____

No amounts may be inserted in b. or c. above unless the amount set forth in a. above is at least twice the applicable minimum compensation set forth in the Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 (herein "Basic Agreement") for the type of services to be rendered hereunder.

If the assignment is for story and teleplay or teleplay the following amounts of the compensation set forth in a. above will be paid in accordance with the provisions of Article 13B of said Basic Agreement.

(1) $_____ following delivery of story.
(2) $_____ following delivery of first draft teleplay.
(3) $_____ following delivery of final draft teleplay.

In the event Writer receives screen credit as provided in Article 15B 13. of the Basic Agreement on the television film based on the above work and said film is exhibited theatrically, Company shall pay to the Writer the additional sum of $_____.

5. RIGHT TO OFFSET:

With respect to Writer's warranties and indemnification agreement, the Company and the Writer agree that upon the presentation of any claim or the institution of any action involving a breach of warranty, the party receiving notice thereof will promptly notify the other party in regard thereto. Company agrees that the pendency of any such claim or action shall not relieve the Company of its obligation to pay the Writer any monies due hereunder, and the Company will not have the right to withhold such monies until it has sustained a loss or suffered an adverse judgment of decree by reason of such claim or action.

6. MINIMUM BASIC AGREEMENT:

The parties acknowledge that this contract is subject to all of the terms and provisions of the Basic Agreement and to the extent that the terms and provisions of said Basic Agreement are more advantageous to Writer than the terms hereof, the terms of said Basic Agreement shall supersede and replace the less advantageous terms of this agreement. Writer is an employee as defined by said Basic Agreement and Company has the right to control and direct the services to be performed.

7. GUILD MEMBERSHIP:

To the extent that it may be lawful for the Company to require the Writer to do so, Writer agrees to become and/or remain a member of Writers Guild of America in good standing as required by the provisions of said Basic Agreement. If Writer fails or refuses to become or remain a member of said Guild in good standing, as required in the preceding sentence, the Company shall have the right at any time thereafter to terminate this agreement with the Writer.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

_____

By _____
Company

_____
Writer

(The foregoing Freelance Film Television Writer's Contract may contain any other provisions acceptable to both Writer and company and not less favorable to, inconsistent with or violative of any of the terms or provisions of the Basic Agreement above mentioned.)

HEALTH & WELFARE AND RETIREE CONTRIBUTION HOURS - FLAT DEAL THEATRICAL WRITERS

	LOW BUDGET (Under $500,000) HOURS	MEDIUM BUDGET ($500,000 to $1,000,000) HOURS	HIGH BUDGET (Over $1,000,000) HOURS
1. Screenplay, including any prior drafts or continuity and including the treatment	1800	2250	2880
2. Screenplay, excluding treatment	1125	1406	1800
3. Final Draft Screenplay (under separate employment whether by the writer of first draft or another writer) or rewrite	675	844	1080
4. First Draft Screenplay (alone or with option for Final Draft Screenplay, excluding Treatment)	810	1012	1296
First Draft	540	675	864
Final Draft	675	844	1080
5. Treatment			
6. Original Treatment (option for Screenplay)	675	844	1080
Treatment	1125	1406	1800
Screenplay			
7. Treatment option for First Draft Screenplay, separate option for Final Draft Screenplay			
(i) Options exercised separately:	675	844	1080
Treatment	810	1012	1296
First Draft	540	675	864
Final Draft			
(ii) Options exercised concurrently:	675	844	1080
Treatment	1125	1406	1800
Screenplay	675	844	1080
8. Story			

Note: See pg. 108

Contribution rates:
Health & Welfare -- 23.4¢ per hour
Retiree -- 3.25¢ per hour

HEALTH & WELFARE AND RETIREE CONTRIBUTION HOURS - FLAT DEAL TELEVISION WRITERS

	LOW BUDGET		HIGH BUDGET	
A. STORY for all television films except Serials Program Length in Minutes	Equal or Less than:	Hours	Equal or Exceeding:	Hours
15 or less	$ 16,499	22	$ 16,500	33
30 or less (but more than 15)	27,499	37	27,500	60
60 or less (but more than 30)	52,249	70	52,250	112
75 or less (but more than 60)	71,999	97	72,000	155
90 or less (but more than 75)	91,999	103	92,000	165
120 or less (but more than 90)	131,999	137	132,000	217
B. TELEPLAY for all television films except Serials				
15 or less	$ 16,499	59	$ 16,500	107
30 or less (but more than 15)	27,499	100	27,500	179
60 or less (but more than 30)	52,249	192	52,250	337
75 or less (but more than 60)	71,999	266	72,000	473
90 or less (but more than 75)	91,999	283	92,000	497
120 or less (but more than 90)	131,999	374	132,000	657
C. STORY AND TELEPLAY where the same writer prepares both, for all films except Serials				
15 or less	$ 16,499	79	$ 16,500	124
30 or less (but more than 15)	27,499	131	27,500	227
60 or less (but more than 30)	52,249	249	52,250	412
75 or less (but more than 60)	71,999	348	72,000	567
90 or less (but more than 75)	91,999	366	92,000	597
120 or less (but more than 90)	131,999	483	132,000	783

D. SERIALS	Hours
15 minutes or less	64
30 minutes or less (but more than 15)	107
60 minutes or less (but more than 30)	203

E. PLOT OUTLINE - Narrative Synopsis of Story	
15 minutes	19
30 minutes	31
60 minutes	59
75 minutes	77
90 minutes	87

F. COMPENSATION FOR REWRITES AND POLISHES

1. Serials and Low Budget Non-Serial Pictures

		Hours
Rewrites:		
Program Length in Minutes		
15 or less	Non serial teleplays	29
	Serials	32
30 or less (but more than 15)	Non serial teleplays	50
	Serials	53
60 or less (but more than 30)	Non serial teleplays	96
	Serials	101
75 or less (but more than 60)	Non serial teleplays	133
90 or less (but more than 75)	Non serial teleplays	141
Polishes:		
15 or less	Non serial teleplays	15
	Serials	16
30 or less (but more than 15)	Non serial teleplays	25
	Serials	27
60 or less (but more than 30)	Non serial teleplays	48
	Serials	51
75 or less (but more than 60)	Non serial teleplays	67
90 or less (but more than 75)	Non serial teleplays	71

F. Compensation for Rewrites and Polishes (cont'd)

2. High Budget Non-Serial Pictures

	Hours
Rewrite Non Serial Teleplays	
15 or less	20
30 or less (but more than 15)	67
60 or less (but more than 30)	127
75 or less (but more than 60)	178
90 or less (but more than 75)	186
Polish Non Serial Teleplays	
15 or less	11
30 or less (but more than 15)	33
60 or less (but more than 30)	63
75 or less (but more than 60)	89
90 or less (but more than 75)	93

G. COMPENSATION FOR SKETCHES	85

H. NON-COMMERCIAL OPENINGS AND CLOSINGS	
More than 3 minutes	47
3 minutes or less	33

I. FORMAT	129

J. NARRATION	
2 minutes or less	13
5 minutes or less (but more than 2 minutes)	45

Note #1: High and low budget differentials are applicable only as to those types of deals for which such figures are specifically shown above. In all other instances, no differential based upon amount of budget is applicable.

Note #2: With respect to types of deals not specifically listed above (E.G. variety or comedy-variety programs, etc.) hours are to be determined by dividing the applicable minimum compensation by the applicable weekly minimum compensation and multiplying the result by 54.

Note #3: Contribution Rates:
Health & Welfare -- 2).4¢ per hour
Retiree -- 3.25¢ per hour

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

February 15, 1971

TO: ALL SIGNATORIES TO THE
WGA 1970 THEATRICAL AND
TELEVISION FILM BASIC AGREEMENT

FROM: MICHAEL H. FRANKLIN
Executive Director

SUBJECT: WGA - BRITISH SCREENWRITING CREDITS AGREEMENT

Attached hereto is a copy of an agreement dated as of December 13, 1966, between WGA and the Writers Guild of Great Britain, covering the determination of writing credits where there is a conflict in jurisdiction by reason of employment of a British writer and a writer subject to the 1970 WGA Theatrical and Television Film Basic Agreement.

Attach.

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.
Member of International Writers Guild

As of December 13, 1966

The Writers Guild of Great Britain
7 Harley Street
London, W.1, England

Attention: Lord Willis

Re: Screenwriting Credits Agreement

Gentlemen:

The purpose of this agreement is to establish procedures and to resolve differences between your organization (herein called "British Guild") and the undersigned (herein called "WGA") as to the determination of writing credits where there is a conflict in jurisdiction by reason of the engagement of a British writer and a writer subject to the WGA 1966 Theatrical Basic Agreement (hereinafter called "Basic Agreement") on a particular motion picture.

The British Guild and WGA hereby agree as follows:

1. Where a Producer, signatory to the Basic Agreement

   (a) first employs a British writer to write a screenplay for a motion picture, which employment is outside the geographical coverage of the Basic Agreement; and

   (b) subsequently employs or acquires material for such motion picture from a writer within the geographical coverage of the Basic Agreement; and

   (c) such motion picture is to be and is produced outside the United States; and

   (d) the writer referred to in (b) above expressly so agrees in his employment or acquisition agreement; then

   the British Guild shall determine the writing credits for such motion picture.

2. The determination of credit hereunder by the British Guild shall be in accordance with Schedule A of the Basic Agreement and the WGA Screen Credits Manual as such documents may be amended from time to time.

3. When all the conditions set forth in paragraph 1 above are met and the British Guild shall determine the writing credits, then, for the purposes of this agreement, wherever in the Basic Agreement or in the Credits Manual reference is made to "Guild", "WGA", or "union", such reference shall be deemed to mean and include WGA and the British Guild.

4. When all the conditions set forth in 1 above are not met, and the Producer employs or acquires material for a motion picture from a writer within the geographical application of the Basic Agreement, then WGA shall determine the writing credits for such motion picture.

5. The British Guild and WGA shall use its best efforts to keep the other advised of any available information regarding employment of writers or acquisition of material that would be subject to this agreement.

6. The term of this agreement shall commence with the date hereof and shall continue for the term of the Basic Agreement and any subsequent WGA Theatrical Basic Agreement, unless either WGA or the British Guild serves written notice upon the other not later than 90 days prior to the expiration date of the Basic Agreement or any subsequent WGA Theatrical Basic Agreement that this agreement is to terminate upon the expiration date of the Basic Agreement or of any subsequent WGA Theatrical Basic Agreement.

If the foregoing correctly reflects our understanding and agreement, please so indicate by signing below.

Very truly yours.

WRITERS GUILD OF AMERICA, WEST, INC.
on behalf of itself and its affiliate
WRITERS GUILD OF AMERICA, EAST, INC.

By (Signed) Michael H. Franklin
Executive Director

ACCEPTED AND AGREED:

WRITERS GUILD OF GREAT BRITAIN

By (Signed) Alan Sapper
General Secretary

TPS/rrw
5/11/73

Charged with violation *
of Strike Rules.
Not Member ✓
Received telegram
within Paragraph 13(a) □
of Complaint

All names not specifically marked
are members and received the
strike rules and all routine Writers
Guild mailings

RE: WRITERS GUILD STRIKE
HYPHENATES

Studio	Name of Hyphenate	Primary Capacity
Screen Gems	✓ Harry Ackerman	Executive Producer/Producer
	William Asher	Executive Producer/Producer
	W. L. Baumes	Assistant Executive to Douglas S. Cramer
	William Bickley	Producer
	Henry Colman	Vice President of Current Programs
	Seymour Friedman	Vice President & Executive Production Manager
	Tom Gries	Director
	Sid Kalcheim	Executive Assistant to Arthur M. Frankel
Universal City Studios, Inc.	Albert Aley	Producer
	Harve Bennett	Creator of TV Shows & Producer
	Douglas Benton	Producer
	Stephen Bochco	Producer
	* Jerry Bredouw	Publicity and Promotion
	Stephen Cannell	Story Editor
	* Cy Chermak	Executive Producer
	Robert Cinader	Producer
	Richard Colla	Director
	Edward De Blasio	Story Editor
	George Eckstine	Producer
	* Jon Epstein	Producer
	Merwin Girard	Script Writer
	Michael Gleason	Producer and Writer
	Dean Hargrove	Producer
	Roy Huggins	Executive Producer
	Norman Jolley	Story Editor
	Roland Kibbee	Producer and Director
	James Komack	Creator and Producer of Series
	Stephen Hulpern	Assoc Prod
	Leonard Kaufman	Prod

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NATIONAL LABOR RELATIONS BOARD
Docket No. 31-CB-2033-3
OFFICIAL EXHIBIT NO. [illegible]

Studio	Name of Hyphenate	Capacity
Universal City Studios, Inc.	Nina Laemmle	Story Editor
	Glen Larson	Executive Producer
	David Levinson	Producer and Executive
	Richard Levinson	Co-Executive Producer and Creator of TV Series
	William Link	Co-Executive Producer and Creator of TV series
	Abby Mann	Executive Producer
	Paul Mason	Producer
	James Mc Adams	Co-Producer
	Lou Morheim	Producer
	Matthew Rapf	Producer
	Frank Price	Senior Vice President of Universal TV
	FRANK PIERSON Producer	
	William Sackheim	Producer of features and Creator-Developer of TV series
	* Herman Saunders	Executive Producer
	George Seaton	Director - features
	Leonard Stern	Executive Producer of 2 series; Creator and Pilot Writer of TV series
	Jo Swerling	Producer
	* Coles Trapnell	Executive Story Editor
	Robert Van Scoyk	Story Editor
	* David Victor	Executive Producer
	* Jack Webb	Supervising Executive
	Herb Wright	Associate Producer
Paramount Television	Ivan Goff	Producer/Story Editor
	Ben Roberts	Producer/Story Editor
	David Levy	Producer/Writer
	Paul Playdon	Producer/Writer/Story Editor
	Jerry Rannow	Staff Writer/Story Editor
	Greg Strangis	Staff Writer/Story Editor
	Ed Scharlach	Script Consultant
	~~Bernie Orenstein~~	~~Executive Producer/Writer~~

Studio	Name of Hyphenate	Capacity
Paramount Television	~~Sol Turtletaub~~	~~Executive Producer/Writer~~
	Laurence Heath	Executive Producer/Writer
	Howard Leeds	Producer/Story Editor
	Skip Webster	Story Editor
	Sherwood Schwartz	Executive Producer/Writer
	Garry Marshall	Executive Story Consultant
	Jerry Belson	Executive Consultant or Executive Story Consultant
Paramount Features	Francis Ford Coppola	Producer/Director/Writer
	Sidney Furie	Director
	Arthur Penn	Director/Writer
	* Peter Bogdanovich	Producer/Director
	* Albert S. Ruddy	Producer
	Jean-Calude Tramont	Associate Producer/Writer
	Thomas L. Miller and ✓Edward M. Milkis	Co-Producers
	~~Arnold Margolin and Jim Parker~~	~~Producers/Writers~~
	Martin Ransohoff	Producer/Writer
	Howard W. Koch	Producer/Director
	Paul Monash	Producer/Director
	✓John Schlesinger	Director
	Phil Kaufman	Director
American International Pictures, Inc.	Lawrence A. Gordon	Vice President in charge of World Wide Production
Bing Crosby Productions, Inc.	Andrew J. Fenady	Executive Producer/Producer/Story Editor/Writer
Hanna-Barbera Productions, Inc.	Ray Allen and Harvey Bullock	Writers/Producers
Metro-Goldwyn-Mayer Inc.	Hugh Benson	Producer
	Norman Felton	Executive Producer
	David Karp	Producer

Studio	Name of Hyphenate	Capacity
Metro-Goldwyn-Mayer Inc.	Frank Glicksman	Executive Producer
	Al Ward	Producer
	Don Brinkley	Story Consultant
	Jack Haley Jr.	Executive
	Burt Nodella	Executive
	✓ Reza Badiyi	Director
	✓ C. G. Carroll, III	Producer
	✳ Michael Crichton	Director
	☐ Sam Pechinpah	Director
	Gordon Parks	Director
Metromedia Producers Corporation	Marshall Flaum	Executive Producer/ Producer
	Andy White	Executive Producer/ Producer
	Richard Berg	Executive Producer/ Producer
	Robert Kaufman	Producer
	Steve Pritzker	Producer
Twentieth Century-Fox Film Corporation	Gerald DiPego	Writer/Assoc. Producer
	Ernest Lehman	Writer/Producer/Director
	✓ Larry Peerce	Writer/Producer/Director
	Irving Ravetch	Writer/Producer
	William Roberts	Writer/Producer
	✓ Stuart Rosenberg	Writer/Producer/Director
	Ernest Tidyman	Writer/Producer
	Robert Aldrich	Writer/Director
	~~✓ Steven Spielberg~~	~~Writer/Director~~
	✓ David Lange	Writer/Producer
	James Bridges	Writer/Director
	William D'Angelo	Writer/Producer
	Ernest Frankel	Writer/Producer
	~~Anthony Wilson~~	~~Writer/Producer~~
	✓ Jon Kubichan	Writer/Story Consultant
	✳ Rob Cohen	Writer/Executive
	~~✓ Wanda Whitman~~	~~Writer/Story Analyst~~

Studio	Name of Hyphenate	Capacity
Walt Disney Productions	James Algar	Producer
	William Bruckner	Story Analyst
	Larry Clemmons	Animation Story
	Roy E. Disney	Corporate Officer/Producer/ Director
	Gabe Essoe	Senior Publicist
	✓ Winston Hibler	Producer
	Ward Kimball	Animation Director
	Thomas Leetch	Producer
	Robert Metzler	Administrative Executive
	✳ Frank Paris	Manager Story Department
	Robert Stevenson	Director
	☐ William Walsh	Producer
Warner Bros. Inc.	✓ Sidney Beckerman	Co-Producer
	Mel Brooks	Director
	✓ Stan Canter	Co-Producer
	✓ James Cresson	Co-Producer
	✓ Robert Daley	Producer
	✓ Marty Elfand	Producer
	William Friedkin	Director
	✓ Robert Fryer	Producer
	William Hendricks	Executive
	✓ Michael Hertzberg	Producer
	✓ Michael Hodges	Writer/Director
	✓ Harvey Matofsky	Producer
	Paul Mazursky	Producer/Director
	Carl Milliken	Executive (Research Director)
	✓ Ted Post	Director
	✓ Herbert Ross	Producer/Director

Studio	Name of Hyphenate	Capacity
Warner Bros. Inc.	✓Richard Rush	Co-Producer/Director
	✓Gene Saks	Director
	✓Leonard Scharder	Technical Advisor
	✓Jack Starrett	Director
	William Tennant	Producer
	✓Jan Troell	Director
	Garry Marshall	Executive Producer
	✓John G. Stephens	Producer
	✓Richard J. Thorpe	Producer-Director
Columbia Broadcasting System, Inc.	Paul King	Vice President Production
	William Kayden	General Programming Executive
	Franklin Barton	Vice President, Program Development
	✳John Mantley	Executive Producer
	Ron Honthaner	Associate Producer
	Philip Barry	Executive Producer
	Leonard Katzman	Producer
	Jack Miller	Executive Story Consultant
National Broadcasting Company	~~✓Lou Hunter~~	~~Programming Dept. Executive~~ Manager Film Programs
	~~Larry Stewart~~	~~Producer~~
	~~Art Nadel~~	~~Producer-Director~~
	~~Charles Jones~~	~~Producer~~
	✓Bob Wynn	Producer
	Lewis Ray Hunter	Manager, Film Programs

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pr-4

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ALLEN RIVKIN
Public Relations

April 14, 1973

CERTIFIED MAIL #70122
RETURN RECEIPT REQUESTED

Mr. David Victor
147 Groverton Place
Los Angeles, California 90049

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Victor:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM:meh
Enc.

NATIONAL LABOR RELATIONS BOARD
Docket No. 31-CA-4 OFFICIAL EXHIBIT NO. GC-4
Disposition { Identified / Received / Rejected
In the matter of Victor

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

DAVID VICTOR

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 2nd day of May, 1973, at 3:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.

Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.

Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

(cont)

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

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WRITERS GUILD OF AMERICA, west, Inc.
8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

10720

CERTIFIED MAIL
No 170122
RETURN RECEIPT REQUESTED

Mr. David Victor
147 Groverton Place
Los Angeles, Ca. 90049

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GC-5

WRITERS GUILD OF AMERICA, west, Inc.

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HENRY DONOVAN
Pension
HELENE LANDIS
Membership
JOAN W. SUTTON
Administration

April 14, 1973

CERTIFIED MAIL #70123
RETURN RECEIPT REQUESTED

Mr. Jon Epstein
1988 Coldwater Canyon Drive
Beverly Hills, California 90210

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Epstein:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM:meh
Enc.

NATIONAL LABOR RELATIONS BOARD
Docket No. ____ OFFICIAL EXHIBIT NO. GC-5
Identified

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In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JON EPSTEIN

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 2nd day of May, 1973, at 4:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.
>
> Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April 1973, for the purpose of rendering services for Universal Television, Inc. against whom the Guild was at such time on strike.

(cont)

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

Evidence

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

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Credits
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LOIS McGUIRE
Administration
ELENA THURSTON
Signatories

ALLEN RIVKIN
Public Relations

April 14, 1973

CERTIFIED MAIL #70125
RETURN RECEIPT REQUESTED

Mr. Herman S. Saunders
3551 Vista Haven Road
Sherman Oaks, California 91403

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Saunders:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/bc

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HERMAN SAUNDERS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1,5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 4th day of May, 1973 at 3:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1,12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.

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Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April 1973, for the purpose of rendering services for Universal Television, Inc., against whom the Guild was

(continued)

at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

GC 7

WRITERS GUILD OF AMERICA, west, Inc.

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ice-President
IAM LUDWIG
ecretary-Treasurer

VISION-
DIO BRANCH
J. FURIA, JR.
esident
MON
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RT WHITE
Secretary-Treasurer

NCIL
NY ARNOLD
BERT BAKER
N W. BLOCH
ES PONNET
E L. COON
LAN ELLISON
N GAY
NA GOULD
ID KARP
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M O'BRIEN
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ID W. RINTELS
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ONARD SPIGELGASS
ES R. WEBB

B. H. FRANKLIN
Active Director
AN GRIFFITHS
Assistant
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Executive Assistant
HN A. MENDONSA
Resident Counsel

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Registration
AUREEN D. BEATTIE
Residuals
ARY DORFMAN
Credits
ELYNE LANDRES
Membership
OIS McGUIRE
Administration
LENA THURSTON
Signatories

ALLEN RIVKIN
Public Relations

April 14, 1973

CERTIFIED MAIL # 70124
RETURN RECEIPT REQUESTED

Mr. John Mantley
4121 Longridge Avenue
Sherman Oaks, California 91403

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Mantley:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM:meh
Enc.

EXHIBIT D

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JOHN MANTLEY

TICE OF DISCIPLINARY HEARING AND CHARGES:

ASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made ein will take place on the 4th day of May, 1973, at 2:00 p.m. at the offices of the iters Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, lifornia.

TICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order i Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, ted February 20, 1973, which read as follows:

Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.

Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.

Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at CBS Studio Center during the month of April 1973, for the purpose of rendering services for Columbia Broadcasting System, Inc. against whom the Guild was at such time on strike.

(cont)

have the right to be present at the aforementioned hearing, and to be represented
ounsel or by a current member in good standing of the Guild. You also have the
t to introduce evidence, present witnesses on your own behalf and to cross-examine
witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

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MICHAEL H. FRANKLIN
Executive Director
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MAUREEN D. BEATTIE
Residuals
MARY DORFMAN
Credits
HELYNE LANDRES
Membership
LOIS McGUIRE
Administration
ELENA THURSTON
Signatories

ALLEN RIVKIN
Public Relations

April 6, 1973

CERTIFIED MAIL #70496
RETURN RECEIPT REQUESTED

Mr. John Michael Crichton
7850 Torreyson Drive
Los Angeles, California 90046

RE: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Crichton:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

NATIONAL LABOR RELATIONS BOARD
Docket No. 31-CB-1203-2 OFFICIAL EXHIBIT NO. GC-8
Disposition: Identified ✓ Received ✓ Rejected
In the matter of Writers Guild
Date 2-5-73 Witness Crichton Reporter
No. Pages 3

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JOHN MICHAEL CRICHTON

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 1st day of May, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Sections 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed a Guild picket line at Metro-Goldwyn-Mayer, Inc. on or about March 6 and March 7, 1973, for the purpose of rendering services for Metro-Goldwyn-Mayer, Inc., which company was at that time on the Guild's Strike List.

/Continued....

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

newscasters and commentators

(b) commercial material;

(c) advertising, promotion and publicity material;

(d) political speeches, public addresses, or commemorative speeches, unless incorporated in a script for entertainment purposes rather than for bona fide non-entertainment purposes;

(e) religious services and sermons, except sermons incorporated in a dramatic script or written by a writer who performs services otherwise covered by this agreement in connection with the program;

(f) physical culture program material, except physical culture material incorporated in a dramatic script or written by a writer who performs services otherwise covered by this agreement in connection with the program;

(g) material written by government employees, acting within the scope of their government employment;

(h) talks, forums, lectures;

(i) questions, answers and/or ideas for stunts for quiz programs and for audience participation programs, unless they are the work of a writer specifically employed to write such material;

(j) isolated gag material, casual jokes, established or frequently repeated characterization lines, unless they are the work of a writer specifically employed to write such material;

(k) choreography or stage or technical directions.

6. The term "radio rights" means the right to broadcast by radio for aural reception only and unaccompanied by any recordation, transmission or broadcast intended for visual reception.

7. "Week-to-Week Employment". Employment of a writer on a week-to-week basis is employment which, except for such restrictions as may herein elsewhere be contained, may be terminated by the Company or writer at any time.

8. The term "public domain" refers to literary material which is not subject to copyright protection in the United States.

9. A "member of the Guild in good standing" is defined as a member of the Guild who has tendered the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.

10. The term "writer" shall not be deemed to include any corporate or impersonal purveyor of literary material or rights therein.

11. Other than as provided in Article 14 hereof, this Basic Agreement shall not nor is it intended to cover the services of Producers, Directors, Story Supervisors, Composers, Lyricists, or other persons rendering services in a bona fide non-writing capacity except to the extent that such services consist of writing services covered under this Article 1, section B1(a)(2) and section C,1(a)(3), nor the employment of Story Analysts, at any time prior to the expiration of this Basic Agreement, in the synopsizing of literary material, as referred to in subparagraph 1(f) of the wage scales and working conditions of the current agreement between "Producer and I.A.T.S.E. & M.P.M.O. and Local #854 thereof".

12. It is understood that this Basic Agreement shall not, nor is it intended to cover (except as provided in Article 3 and 6) contracts solely for purchase of stories, or any person who writes, whether under an optional contract or otherwise on an independent contractor basis.

13. Other terms not expressly defined in this Basic Agreement are used in their present commonly understood meaning in the Motion Picture Industry (as to the Theatrical provisions hereof) and the Television Industry (as to the Television provisions hereof) in the State of California.

1. Writer and Professional Writer.

a. A "writer" is a person who is:

(1) Employed by the Company to write literary material as defined herein, where the Company has the right by contract to direct the performance of personal services in writing or preparing such material or in making revisions, modifications or changes therein;

(2) employed by Company, who performs services (at Company's direction or with its consent) in writing or preparing such literary material or making revisions, modifications, or changes in such literary material regardless of whether such services are described or required in his contract of employment; provided, however that any writing services described below performed by Producers, Directors, Story Supervisors (other than as provided in Article 14 hereof), other employees or Composers or Lyricists, shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:

(a) Cutting for time
(b) Bridging material necessitated by cutting for time
(c) Changes in technical or stage directions
(d) Assignment of lines to other existing characters occasioned by cast changes
(e) Changes necessary to obtain continuity acceptance or legal clearance
(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
(g) Such changes in the course of production as are made necessary by unforseen contingencies (e.g., the elements, accidents to performers, etc.)
(h) Instructions, directions, or suggestions, whether oral or written, made to writer regarding story or teleplay

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two screen credits for story or screenplay or both, as determined pursuant to the Theatrical Schedule A of this Basic Agreement, or Schedule A of prior Theatrical basic agreements, within a period of ten years (or has not received at least one of such credits within a period of five years) immediately prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a motion picture and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing services: make changes in dialogue, narration or action, but not including significant changes in plot, story line or interrelationship of characters, and such services by such person shall not be subject to this Basic Agreement. If such person does make significant changes in plot, story line or interrelationship of characters, then such services by such person shall be subject to this Basic Agreement, except Article 6 hereof.

7. "Rewrite" as used herein means the writing of significant changes in the plot or, [illegible] line of, or interrelationship of characters in a screenplay, submitted by the Company to a writer for the purpose of making such changes.

8. Merchandising Rights - The term "merchandising rights" means the right to manufacture and to sell or otherwise dispose of any object or thing first described in literary material written by the writer pursuant to an employment agreement, subject to this Basic Agreement, entered into on or after June 16, 1970, or acquired from a professional writer; provided such object or thing is fully described in such literary material and by such description appears to be unique and original.

The writer shall have no merchandising rights. However, if the Company exploits the merchandising rights (as defined above) in any such literary material, company shall pay to such writer an amount equal to five per cent (5%) of absolute gross (that is, monies remitted by the manufacturer on account of the exploitation of the subject merchandising rights). The provisions of this subsection 8 are also applicable to a writer who is not entitled to Separation of Rights.

Article 1 Definitions

C. TELEVISION

1. Writer and Professional Writer

a. A "writer" is a person:

(1) Whom the Company has engaged to write "literary material" as hereinabove defined, where the Company has the right by contract to direct the performance of personal services in writing or preparing the literary material or in making revisions, modifications or changes; or

(2) As to whom the Company has by contract the right to direct the performance of personal services in making revisions, modifications or changes in "literary material."

(3) Employed by Company, who performed services (at Company's direction or with its consent) in writing or preparing literary material or making revisions, modifications, or changes in literary material regardless of whether such services are described or required in his contract of employment; provided, however, that any writing services described below performed by Producers, Directors, Story Supervisors, other employees (other than as provided in Article 14 hereof), or Composers, or Lyricists, shall not be subject to this Basic Agreement and such services shall not constitute such person a writer hereunder:

(a) Cutting for time
(b) Bridging material necessitated by cutting for time
(c) Changes in technical or stage directions
(d) Assignment of lines to other existing characters occasioned by cast changes
(e) Changes necessary to obtain continuity acceptance or legal clearance
(f) Casual minor adjustments in dialogue or narration made prior to or during the period of principal photography
(g) Such changes in the course of production as are made necessary by unforeseen contingencies (e.g., the elements, accidents to performers, etc.)
(h) Instructions, directions or suggestions, whether oral or written, made to writer regarding story or teleplay

In addition to the foregoing in the case of a person who at the time he performs services has not received at least two or more screen credits for story or teleplay or both, as determined pursuant to the Television Schedule A of this Basic Agreement, or Schedule A of the previous Television basic agreements, within a period of five years prior to the rendition of such services, and who is employed solely in the capacity of the bona fide producer of a specific television program, and whose employment does not include the requirement that he perform writing services, then, such person may, in addition to the above, perform the following writing

Article 6 Guild Shop (GENERAL)

1. Except as provided below, in both theatrical and television films each writer employed by Company on the effective date of this Basic Agreement who is then a member of the Guild in good standing shall remain a member in good standing, and each writer so employed who is not a member shall, on or before the thirtieth day following the effective date of this Basic Agreement, become and remain a member of the Guild in good standing. Each writer employed hereunder by Company after the effective date of this Basic Agreement shall not later than the thirtieth day following the beginning of his first employment, as hereinafter defined, in the motion picture and television industry, become and remain a member of the Guild in good standing.

The term "first employment" as referred to above shall mean the first such employment to which the provisions of this Basic Agreement apply as a writer for a motion picture by an employer in the motion picture and television industry, on or after the effective date of this Basic Agreement.

2. The provisions of subsection 1. of this Article 6 shall not apply

a. If a writer is not a member of the Guild in good standing at the time if his employment and although required by the provisions of his employment agreement to do so, fails or refuses to become a member of the Guild in good standing within the 30 days above mentioned, such writer, shall nevertheless be deemed to be a member in good standing, provided the Company on notice thereafter from the Guild shall pay or cause to be paid the initiation fee and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues; provided further that such writer shall be deemed to be a member in good standing for only the period necessary to permit him to complete the performance of his services in connection with the then current assignment. Company may use this exception only once for any particular person.

b. To a writer whom the Company is required to employ as a condition of the sale or license of material, provided that the Company or the writer shall, after notice from the Guild that the writer has not become a member in good standing as required hereunder, pay or cause to be paid to the Guild the initiation fees and dues that the writer would otherwise be required to pay hereunder during such employment, in the manner, within the time, and subject to the provisions of subsection 5. b. hereof relating to the payment of dues.

c. To a writer employed by reason of his intimate or unique knowledge concerning the subject matter of the material. Company may use this exception only once for any particular person.

However, the writers employed by the Company within the above exceptions b and c shall not exceed 10% of the total number of writers in its employ of the Company. For the purpose of such computation, if the Company has in its employ at any time less than ten (10) writers then one of such writers so employed may fall within one of the exceptions mentioned above. Promptly following the employment of any writers claimed by the Company to be within exceptions b or c above, the Company will notify the Guild in writing of the name of the writer employed, the date of the employment agreement and the fact that the Company claims that such writer is an exception hereunder.

For the purpose of such computation a writer who is employed under an exclusive contract by a Company shall be regarded as being employed by the Company at all times during the term of such contract, including periods during which the writer may be on layoff and periods during which such contract may be suspended by reason of illness or default of the writer or otherwise. The writer shall be regarded as continuing in the employ of the Company by which he is employed regardless of the fact that his services may be loaned to another Company.

3. The term dues as used herein shall not include fines or initiation fees.

4. Promptly after request by any person designated by the Company, the Guild will admit such person to membership in the Guild upon terms and conditions not more burdensome to such person than those then applicable to other applicants. Membership shall be effective as of the date of such request. Guild agrees that during the term it will not impose any unreasonable initiation fee as a condition to admission to membership, and agrees that during the term hereof it will not impose upon its members any obligation to pay dues that do not uniformly apply to all members of the Guild.

It is agreed that the Guild shall not close its membership books or otherwise prevent any person who wishes to become or remain a writer from becoming a member of the Guild, but on the contrary (subject to the provisions hereof relating to waivers as to members suspended or expelled) will make available the privileges of membership to any and all writers employed by the Company. The Guild will reinstate or readmit to membership any writer who applies for reinstatement or readmission, after being declared to be not in good standing or after suspension, expulsion, or resignation for any reason whatsoever, provided the writer will apply for such reinstatement or readmission and with such application tender to the Guild unpaid dues permitted by law, and upon such tender the Company may employ or continue to employ such writer. Instead of readmitting or reinstating such writer, the Guild may at its option grant to the Company a waiver as to such writer, in which event, for the purpose of determining the Company's compliance with the provisions of this Article 6, such writers shall not be considered as being employed by the Company.

5. If during any time that a writer is employed by the Company under a contract of employment such writer is or becomes a member of the Guild in good standing and if such writer shall subsequently and before his employment under such contract terminates, cease to be a member of the Guild in good standing then:

a. If such writer has ceased or shall cease to be a member for any reason other than his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member of the Guild in good standing throughout the writer's employment under said contract of employment as the same may be extended or renewed pursuant to any provisions or options therein contained.

b. If he has ceased or shall cease to be a member in good standing by reason of his failure to pay dues, such writer shall, for the purposes of this Basic Agreement, be deemed to remain a member in good standing for a period of fifteen (15) days after written notice, that he has ceased to be a member in good standing for failure to pay dues, from the Guild to such writer and to the Company, and if, prior to the expiration of said fifteen (15) days' period, payment of said dues in fact due and owing and specified in said notice shall be made by the writer or the Company, then, for the purposes of this Basic Agreement, such writer shall not lose his status as a member in good standing. To the extent that it may be lawful for the Company to do so, the Company may require, as a condition of employment, that any writer become and/or remain a member of the Guild in good standing, and may also require such written consent or consents as may be

necessary so that, if the Company elects, it may pay to the Guild any dues of any writer and the Company shall have the right, insofar as its obligations to the Guild and to any writer under the terms and provisions of this Basic Agreement are concerned, if it elects, to deduct the amount of such dues from any compensation then or thereafter due or to become due to the writer; provided, however, that if such payment and deduction are or shall become contrary to law, or any statute, or are declared by any court of competent jurisdiction in the State of California or by any Federal Court or the National Labor Relations Board or its General Counsel, or by any other board or individual having jurisdiction over the matter, to be in violation of any applicable law or statute and if by reason thereof the Company fails to deduct and pay to the Guild such dues, as aforesaid, and shall notify the Guild thereof in writing within the fifteen (15) days after any notice from the Guild above mentioned, then although such dues are not paid within the fifteen (15) days' period, for the purposes of this Basic Agreement such writer shall, nevertheless, be deemed to remain a member of the Guild in good standing throughout the term of the writer's assignment.

Every personal service contract of employment shall provide that if the writer fails or refuses to become or remain a member of the Guild in good standing, as above provided, the Company shall have the right at any time thereafter to terminate such employment agreement with such writer.

If the Company is required or directed by any decision of a court of competent jurisdiction or any proper governmental authority to refund to any writer, in whatsoever form the same may be recovered, any dues deducted and paid to the Guild by the Company under the provisions of paragraph b. of this subsection 5., the Guild agrees to repay to the Company the amount of such dues so refunded. The Guild will cooperate with the Company in obtaining the necessary authorizations from writers for the payment and deduction of dues in the manner provided in paragraph b. above.

6. The Guild will facilitate employment of its members by the Company and will at all reasonable times promptly furnish to the Company in writing information concerning the status of any of its members, and the Company shall be entitled to rely upon such information so furnished by the Guild.

7. The Guild represents and warrants that discipline, resignation, admission, reinstatement, readmission and all other matters relating to membership status will at all times during the term hereof be within the exclusive jurisdiction of the Guild; and the Guild agrees that it will exercise such jurisdiction subject to and in accordance with the provisions and intent of this Article 6 and of any other applicable provisions of this Basic Agreement.

8. It is understood that the provisions of this Article 6 shall never under any circumstances be so construed during the term of this Basic Agreement as to constitute or permit what is known as a "closed shop" or construed in any manner that will at any time deprive the Company of its right to employ or continue the employment of a writer who is not a member of the Guild in good standing, or who does not become a member of the Guild in good standing within the period prescribed in subsection 1. of this Article 6 if the Company has reasonable grounds for believing that such a membership was not available to such writer on the same terms and conditions generally applicable to other like members of the Guild, or if the Company has reasonable grounds for believing that membership in the Guild was denied, deferred, suspended or terminated for reasons other than the failure of such person to tender the applicable periodic dues uniformly required as a condition for acquiring or retaining membership in the Guild.

9. If a person who has not been listed by the Company as a writer in accordance with the provisions of Article 3 hereof shall receive, or shall have been entitled to, screen credit of the nature mentioned in Article 1 hereof, then if within fifteen (15) days after receipt of written notice thereof from the Guild to the Company the writer or the Company shall pay or cause to be paid the dues payable to the Guild for the period during which the person performed his services in the writing of the literary material after a date 30 days from the commencement of such services, then such person shall be deemed to have been a member of the Guild in good standing during the time that he was so performing his services as a writer. For such purpose the person receiving or entitled to such credit or the Company may apportion on a reasonable basis, salary payable to such person during the period he was employed as a writer.

10. Where the Company has failed to include a writer employed by the Company on the list of names of writers to be sent to the Guild under Article 3 and where such writer's performance of writer's services has continued for more than thirty (30) days after the beginning of his first employment, the Company on notice from the Guild shall pay or cause to be paid the initiation fees and dues of the writer in the manner, within the time, and subject to the provisions of subsection 5.b. hereof relating to the payment of dues. The provisions of this paragraph shall not apply in the event the Guild gives the Company such notice prior to the expiration of such period of thirty (30) days.

Article 7 No Strike, No Lock-out Clause (General)

1. The Guild agrees that during the term hereof it will not call or engage in any strike, slowdown or stoppage of work affecting theatrical motion picture or television film production against the Company.

2. If, after the expiration or other termination of the effective term of this Basic Agreement, the Guild shall call a strike against any Company, then each respective then current employment contract of writer members of the Guild (hereinafter for convenience referred to as "members") with such Company shall be deemed automatically suspended, both as to service and compensation, while such strike is in effect, and each such member of the Guild shall incur no liability for breach of his respective employment contract by respecting such strike call, provided such member shall promptly, upon the termination of such strike, and on the demand of the Company perform as hereinafter in this paragraph provided, and the member shall be deemed to have agreed as follows:

a. That if the writer has been assigned to the writing of any material at the time any such strike is commenced, he will, after the termination of such strike and upon the request of the Company, report to the Company and perform his services in the completion of such assignment at the same salary and upon the same terms and conditions as were agreed upon prior to the commencement of said strike.

b. That he will immediately, after the termination of such strike and upon the request of the Company, execute a new contract on the same terms and conditions, and at the same salary or other compensation as provided in the employment contract which was in effect at the time the strike commenced, except that such new contract shall be for a period or periods, including options, equivalent to the unexpired term of the contract which was in effect when such strike was commenced.

c. That he will, in lieu of b., after the termination of such strike, at the option of the Company, and upon its demand, execute an agreement in writing with the Company extending the term or period of such personal service contract in effect when such strike was commenced for a period of time equal to the period of any suspension by such strike.

3. If the member shall fail to perform the foregoing, or if he shall fail actually to finish his services in the assignment mentioned in 2.a., (except by reason of his death, physical disability, or default by the Company), then the waiver of liability by the Company heretofore given shall be null and void.

4. The member further agrees that the statute of limitations as a defense to any action by the Company against the member for his failure to perform during such strike is extended by a period equivalent to the duration of such strike. If the member asserts any claim or defense by reason of the expiration of time during which he can be required to perform services by virtue of any statute (such as the seven-year statute) which claim or defense is based in whole or in part on the lapse of time during such strike, the waiver by the Company is ineffective thereupon, and the statute of limitations as to the Company's rights is waived by the member automatically.

5. The automatic suspension provisions of this Article 7 shall not affect the Company's right to sue any individual writer for breach of contract arising during the period of such strike, unless such writer shall have complied with his obligations under the provisions of this subsection 5. Nothing herein contained shall be construed to deprive the Company of its right to terminate the employment contract at any time after such member shall strike or otherwise fail or refuse to perform services.

6. The provisions of this Article 7 shall be deemed included in all employment contracts between writers and Company which are now in effect and all such employment contracts which shall be entered into during the effective term of this Basic Agreement.

7. The Guild agrees that it will take such affirmative actions as may be necessary and lawful in order to require its members to perform their respective obligations under the provisions of this Article 7.

8. Notwithstanding the expiration or other termination of the effective term of this Basic Agreement, by termination or otherwise, the provisions of this Article 7 shall be and remain in full force and effect for a period of seven (7) years following the termination of any such strike, unless this covenant be sooner terminated by the written consent of Company and Guild.

9. The Guild is a corporation. Nothing in this subsection 9. shall enlarge the liability of its officers, directors, agents, and members, this subsection 9. being an additional limitation thereon. The Guild will not be held liable for unauthorized acts of its officers, agents, directors, or members; neither the Guild, nor its officers, directors, agents, or members not participating in the actions hereinafter mentioned, shall be liable for any strike, slow-down, or work stoppage, unless the same be authorized by the Guild in accordance with its by-laws, but the foregoing exemption of this sentence shall not apply unless the Guild upon request from the Company affected thereby shall proclaim promptly and publicly that such strike, slow-down or work stoppage is unauthorized, and follows such pronouncement within a reasonable time thereafter, if requested so to do by the Company affected, with disciplinary proceedings in accordance with its by-laws against the participants in such unauthorized action.

10. The Company agrees that it will not call or engage in any lockout of members.

11. In accordance with and to the extent required by Articles 11 and 12 of this Basic Agreement as to any matter arbitrable thereunder, the Guild has right to strike Company so long as the Company's wrongful failure to participate in Grievance and Arbitration procedures continues. Such action on the part of the Guild is not a waiver of right to compel Company to participate in Grievance and Arbitration procedures. If Company shall contest the arbitrability of such issue, such issue of arbitrability shall first be determined prior to the arbitrator's proceeding with a hearing on the merits.

12. Nothing in this Article 7 or elsewhere in this basic agreement shall be construed so as to prevent Company from changing the method of presenting a program or program series from live to film if a bona fide commitment or decision to make such change had been made prior to the start of such strike, and without reference to such strike.

Article 8 Credits for Screen Authorship - (General)

The Company agrees that credits for screen authorship shall be given only pursuant to the terms and in the manner prescribed in the respective, applicable Schedule "A's" attached hereto and by this reference incorporated herein, provided, however, that the respective, applicable provisions of such Schedule "A's" shall apply only to credits for screen authorship finally determined during the term hereof.

Article 9 Minimum Terms - (General)

The terms of this Basic Agreement are minimum terms; nothing herein contained shall prevent any writer from negotiating and contracting with any Company for better terms for the benefit of such writer than are here provided. The Guild only shall have the right to waive any of the provisions of this Basic Agreement on behalf of or with respect to any individual writer.

Article 8
Credits for Screen Authors
GENERAL

Article 9
Minimum Terms
GENERAL

Article 14. Writers in Non-Writing Capacities (Television)

A. "Nothing herein shall be construed to prohibit Company from concurrently contracting for the services of an individual as a writer, subject to all of the provisions of this agreement, and the same individual to render services in a capacity or capacities other than as a writer which services shall not be subject to this Basic Agreement, provided that separate compensation is stated for the services of such individual in the capacity of a writer, and provided that separate contracts are entered into for writing services for no less than applicable minimum." None of the compensation due the individual for his services in a capacity or capacities other than as a writer shall be offset or credited against any compensation due the individual for his services in his capacity as a writer. Nothing in this paragraph is to be construed to prevent contracting for the services of a writer as a writer and in other capacities under a type of agreement in which specified compensation is stated for each of the various capacities for which the individual is or may be required to render services, with an agreement that not less than a stated overall amount of compensation is guaranteed for a stated period, and under such an agreement only the services and compensation paid for the services of the individual in his capacity as a writer shall be services and compensation subject to this Basic Agreement (provided, however, as set forth above, that separate contracts are entered into for such writing services). Nothing in this paragraph is intended to modify or otherwise affect the definition of a writer as contained in Article 1C 1.a. hereof.

B. A person employed as a writer for a series whose duties include for that series interviewing other writers, suggesting story ideas or script changes to other writers, or recommending approval of material submitted by writers, shall be subject to this Basic Agreement (excluding Executives, Executive Producers, and Producers; and also excluding persons who are employed as bona fide Associate Producers, who do not perform services as a writer for the series and where the above duties of such persons are incidental to their primary duties).

For such writer, the minimum compensation shall be:

(i) 150% of the week-to-week or term minimum compensation provided for in Article 13B 7.s., using whichever rate is applicable to the type of employment used in the particular case, or
(ii) the compensation described in Article 13B 7.s.(2)(c) whichever of (i) or (ii) above is the greater,
(iii) or if such writer is employed at a per episode price, then the aggregate amounts paid for the subject episodes shall not be less than the minimum prescribed above had such writer been employed on a week-to-week or term basis for the period or aggregate of periods during which such writer works as such on the series.

THEATRICAL CREDITS

1. Credit shall be given on the screen for the screenplay authorship of feature-length photoplays and shall be worded "Screenplay By." The term 'screenplay' means the final script (as represented on the screen) with individual scenes and full dialogue, together with such prior treatment, basic adaptation, continuity, scenario, dialogue, and added dialogue as shall be used in and represent substantial contributions to the final script.

In the exceptional case where a writer has contributed to the development of the final screenplay but is not given screenplay credit hereunder, credit in the form "Adaptation By" may be given, but such credit shall be subject to automatic credit arbitration as provided in subsection 18. of this Schedule A.

2. The term "story," as used throughout this Schedule A means all writing written substantially in whole by a writer or writers while employed by the Company, representing a contribution distinct from screenplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "source material" means all material upon which the screenplay is based other than story as hereinabove defined, including other material on which the story is based. Credit shall be given on the screen for story authorship of feature length photoplays to the extent and in the forms provided in the following subparagraphs a. to e., inclusive.

a. When the screenplay is based upon story and upon no other source material, screen credit for a story authorship shall be given the screen writer, and shall be worded "Story By."

b. When the screenplay is based upon source material, screen credit for story authorship may be given by the Company to the source material author, and may be worded "Story By."

c. When the screenplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded "Screen Story By," which credit shall be subject to automatic credit arbitration as provided in subsection 18. of Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired. The following examples are illustrative and not intended to cover all situations: "From a Play By," "From a Novel By," "From a Saturday Evening Post Story By," "From a Series of Articles By," "From an Unpublished Story By," "Based on a Story By," "Ernest Hemingway's Old Man of the Sea," or other appropriate wording indicating the form in which it is acquired.

"Based upon a Screenplay By" is appropriate source material credit in cases in which literary material is acquired or writers are employed under circumstances in which the credit provisions of this Basic Agreement do not apply, and under contracts whereby purchaser or employer agrees to give writing credits, and if Company takes over the employment contract or acquires the material written under such contract, and subsequently employs, in relation to such material, a writer subject to this Basic Agreement.

d. When the screenplay is based upon a sequel story written by an employed writer, story credit for such sequel shall be given in the form "Story By," and the author of the source material upon which such sequel is based may be given credit "Based Upon Characters Created By," or other appropriate form of credit.

e. The Company may engage any person to write any source material (including, but not limited to the source material referred to in paragraph c., above), as an independent contractor, and may guarantee source material credit to such person as above provided.

Upon the written request of a writer made prior to his acceptance of employment in connection with a designated photoplay, or upon the written request of a then employed writer made at the time of his assignment to a designated photoplay, the Company shall notify him in writing of any then existing contractual obligation to give credit for source material in connection with such photoplay. The Company shall not be thereby limited from making subsequent contractual obligations to give source material credit, as above provided, in connection with such photoplay. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect credit information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer, if the Company at the time of giving such credit information believes in good faith such information is correct.

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, from carrying out such credit obligations as may be therein provided.

3. Screen credit on photoplays on which one writer or a team has written both the story and the screenplay shall be worded "Written By."

If a writer is entitled to "Written By" credit on a photoplay which he also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By_____", or "Written and Directed By_____", or "Written, Produced, and Directed By_____".

4. Screen credit for screenplay will not be shared by more than two writers, except that in unusual cases, and solely as the result of arbitration, the names of three writers or the names of writers constituting two writing teams may be used. A writing team is: two writers who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The intention and spirit of the award of credits being to emphasize the prestige and importance of the screenplay achievement, the one, two or at most three writers, or two teams, chiefly responsible for the completed work will be the only screen writers to receive screenplay credit. Story credit will not be shared by more than two writers.

5. The limitation on the number of credits provided for in subsection 4 shall apply to all feature-length photoplays except episodic pictures (such as TALES OF MANHATTAN and IF I HAD A MILLION) and revues. A revue is a feature-length photoplay in which the story is subordinate to specialties, musical numbers or sketches, and in connection with which star or featured billing is given to the actors, singers, dancers, or musicians appearing in these separate specialties, musical numbers or sketches.

6. Unless the screenplay writing is done entirely without the collaboration of any other writer, no designation of tentative screenplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit.

7. When more than one writer has participated in the authorship of a photoplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the screen, provided that the form of credit agreed upon is in accordance with the terms of this Schedule A, and provided the agreement is reached in advance of arbitration, and provided that the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the Company before a final determination of credits hereunder, the Company will accept such designation of credits, and such agreed credits shall become final hereunder. The Company will confirm such agreed credits by sending notice thereof to all participants and the Guild, in the manner hereinafter provided in subsections 11. and 12. hereof.

In any case in which a foreign law or government regulation applicable to the employment of writer requires credit to be given, Company shall furnish the Guild with a copy of such law or governmental regulation together with the tentative notice of credit and the Guild agrees that credits determined shall include the minimum credit necessary to comply with such legal requirements.

8. Writing credits as finally determined hereunder shall appear on the screen on a title card immediately preceding the cards on which appear credit to the producer and the director of the photoplay, provided that the card on which appears the credit to the producer immediately precedes that of the director, and otherwise the card on which writing credits appear shall immediately precede that of the director. No other credits except source material credit, may appear on the card on which writing credits appear.

Source material credits (if they appear on the screen) and writing credits finally determined hereunder shall, subject to the foregoing, appear only in the following manner:

a. On one title card on which there appear only writing and source material credits.

b. On separate title cards on each of which there may appear any one or more of such credits, and no other credits.

c. On the main title card of the photoplay on which there may appear any one or more of such credits together with other credits.

Screen credit for the writer of the screenplay shall be accorded in the same style and size of type as that used to accord screen credit to the individual producer or director of the photoplay, whichever is larger.

Whenever source material credit, or source material and story credit given to the same writer, appears on the same title card as the screenplay credit, the screenplay credit must be the initial credit and must occupy not less than 50% of the credit card in type at least as large in all respects as that accorded the source material credit. Wherever story credit, but no source material credit, appears on the same title card as the screenplay credit, the screenplay credit must be the initial credit and occupy not less than 60% of the card. Wherever both a source material credit and story credit given to different writers are placed on the same title card as the screenplay credit, the screenplay credit shall appear in a larger size of type on the upper 60% of such title card. Such source material credit and this story credit shall appear in a smaller size of type than that used for the screenplay credit and shall appear on the lower 40% of such title card which lower 40% of such title card shall be apportioned equally among all writers receiving such source material and story credit. Under the circumstances described in the immediately preceding sentence, the Company shall have the right to place the source material credit on another card without the limitations hereinabove imposed so long as such other card is not inserted between the screenpla

credit and the director's credit. The foregoing provisions of this subsection and the preceding subsection shall not be applicable to contract commitments entered into prior to December 13, 1963 which contain terms contrary thereto.

9. A writer who has particiapted in the writing of the screenplay, or a writer who has been employed by the Company on the story, or who has sold or licensed literary material subject to this Basic Agreement, shall, for the purpose of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of screen credits, and in addition, in the case of a remake, any writer who has received credit either for story or screenplay in connection with the most recent production of such remake photoplay.

10. Prior to the final determination of screen credits, as provided herein, the work of participants not receiving screen credit may be publicized by the Company. After such a determination of screen credits only persons receiving screen credits or source material credit may be so publicized.

11. Before the writing credits for a motion picture are finally determined (and in the case of a motion picture produced in Company's studios in the Los Angeles area, no later than three (3) business days following completion of principal photography of such motion picture, except where circumstances make it impractical), the Company will send to each participant and to the Guild concurrently a written notice which will state the Company's choice of credit on a tentative basis, together with the names of all participants, their addresses last known to the Company and if a participant is then also a director or producer of the photoplay the notice will so indicate. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within five (5) days after the Company's request for such information, in addition to giving notice to each participant shown on its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which Company intends to use in connection with the photoplay. Such credits shall not be subject to the provisions for protest and arbitration as hereinafter provided, but the Guild shall have the right to object to the form of such a credit.

At the Company's request, the Guild may, but shall not be obligated to, make a determination of screen credits and shall so notify the participants. When a Guild determination is so made, it shall be considered a final determination.

At the request of the Guild made to the Company on commencement of principal photography of such motion picture, the Company shall furnish the Guild with a list of all persons who, to the best of the Company's knowledge, are or were participants (see subsection 9. above) with respect to such motion picture. If thereafter any other writer is engaged by Company to render writing services in or in connection with such motion picture during the principal photography thereof, the Company will promptly notify the Guild of that fact. If the motion picture involved is a remake of an earlier motion picture produced by Company, the list of writers to be supplied by the Company pursuant to this paragraph shall include the name of any writer employed by the Company to render writing services with respect to the most recent prior production by Company of such earlier motion picture and who received screen credit for such writing services.

A casual or inadvertent failure by the Company to forward the notices, lists, names or other information to the Guild or persons specified at the times or places designated pursuant to this subsection 11. shall not be deemed to be a breach of this Basic Agreement.

12. The notice specified in subsection 11. hereof, will be sent by telegraph to writers outside of Los Angeles area or by telegram, messenger or special delivery mail to writers in such area. In case of

remakes [illegible] Company shall not be under any obligation to send any notice to any writer contributing to the screenplay or story of the original production unless such writer received screen credit in connection with such original production.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company, but such time will not be earlier than six o'clock p.m. of the fifth business day following the next day after the dispatch of the notice above specified. If within the time specified, a written request to read the script has not been delivered to the Company from any of the participants, or a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefor in the notice thereof. The Guild agrees not to use its right of protest indiscriminately. In the event of an emergency and on Company's request, the Guild may reduce such "fifth business day" period. The Guild agrees to cooperate as fully as possible in considering such requests.

14. If a request to read the script is received by the Company from a participant within the time specified in subsection 13. hereof, or if a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than one hundred and twenty (120) hours, exclusive of Sundays and holidays, after the scripts are delivered to the Guild office in Los Angeles, or one hundred and twenty (120) hours after the Guild is notified that the scripts are available at the Company's studio, whichever is earlier. In the event of an emergency and on the Company's request, the Guild may grant a reduction of such one hundred and twenty (120) hour period. The Guild agrees to cooperate as fully as possible in considering such requests.

The tentative screen credits shall become final if no protest is timely made.

15. Upon receipt of a protest or request to read the script, the Company will deliver a copy of the script to the Guild office in Los Angeles for each participant who requests it, provided that the Company shall not be required to prepare additional copies of the script, and the Company shall notify the participants and the Guild by telegraph informing them of the name of the protesting party and the new time set for final determination.

16. If a unanimous designation of credits as provided for in subsection 7. hereof or a request for arbitration as hereinafter provided is not communicated to the Company within the time limit set for the final determination of credits, the Company may make the tentative credits final.

17. Any notice specified in the foregoing paragraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company by telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally.

18. Unless a unanimous agreement has been reached in accordanc with subsection 7. hereof, any participant or the Guild, may within the period provided for in subsection 14. hereof, file with the Company at its Studio and the Guild at its Los Angeles office a written request for arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A the Guild will be deemed to have made a written request for arbitration of credits, at the time the Company submits the notice of tentative credits, and in such case Company will immediately make available to the Guild the material as provided for under this subsection.

The Guild through its arbitration committee shall, within ten business days thereafter, make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the

same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this subdivision 18 have been fully complied with by the Company.

In the event of an emergency and upon the Company's request that the time for arbitration be shortened, the Guild agrees to cooperate as fully as possible. If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision, and the Guild requests an extension of time for arbitration, the Company agrees to cooperate as fully as possible.

Prior to the rendition of the decision said committee may make such investigations and conduct such hearings as may seem advisable to it. Immediately upon receipt of said request for arbitration, the Company shall make available to the Guild three (3) copies of the script, and three copies of all available material written by the participants and three copies of all available source material, provided, however, that if three copies of any such material shall not be available, Company shall only be required to provide such copies as are available but in such case the time within which the committee may be required to render its decision as provided for herein shall be extended from ten days to twenty days. In addition, the Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to the arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee, and any Board of Review established by the Guild in connection therewith, with respect to writing credits, in-so-far as it is rendered within the limitations of this Schedule A, shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

19. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the Committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such Committee. The Guild and any writer signing any contract incorporating by reference or otherwise or referring to this Schedule A, and any writer consenting to the procedure set forth in this Schedule A, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this Schedule A, and all such rights or claims are hereby specifically waived.

20. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or a participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company, as the case may be, within forty-eight (48) hours after completion of the writing work claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising materia previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affe

21. No writer shall claim credit for any participation in the screen authorship of any photoplay for which the credits are to be determined by the procedure herein provided for prior to the time when

such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.

11. In any publicity issued or released prior to the final determination of credits as herein provided, the Company may include such screenplay or screenplay and story credits as the Company may in good faith believe to be fair and truthful statement of authorship. After such final determination of credits, the Company shall not issue or release any publicity which shall state screenplay or screenplay and story authorship contrary to such determination. No casual or inadvertent breach of the foregoing shall be deemed to constitute a breach by the Company.

Writing credit, but not necessarily in the form specified in this Schedule A, shall be included in publicity releases issued by the Company relating to the picture when the producer and the director are mentioned. The writing credit shall also be included in screening invitations issued by the Company where the credit of the producer or director are included. Prior to a final determination of credits the Company shall include those credits which it in good faith believes to be a fair and truthful statement of authorship.

Screenplay or screenplay and story credit in accordance with the final determination of such credit will be given on any paid advertising issued anywhere in the world, provided such advertising is prepared by the Company in the Continental United States and is controlled by the Company where such advertisement is used; it being understood that in such advertising prepared prior to final determination of screenplay and story credits, the Company shall include such screenplay or screenplay and story credit as the Company may in good faith believe to be a fair and truthful statement of authorship. After final determination of credits, the Company shall not prepare for issuance any advertising which shall state screenplay or screenplay and story authorship contrary to such final determination.

Where there is only a single writer on a project and if a paid advertisement is issued in which that writer would have received credit hereunder had there been a final determination of credit at that time, then such writer shall be given credit in such advertisement in accordance with the credit requirements of this Schedule A.

In forms of advertising covered hereunder the names of the individual writers accorded screenplay or screenplay and story credit for a photoplay will appear in the same size and style of type as that in which the name of either the individual producer of the photoplay or, the director of the photoplay shall appear in such advertising, whichever is larger. Provided, however, that:

a. If three (3) or more writers share screenplay credit, then the Company shall not be required to use, for the advertising credit to which such three (3) or more writers are entitled, an area in excess of the minimum area that would be occupied by the names of the first two (2) of such writers, if only such first two (2) writers were entitled to share screenplay credit; it being understood that for such purpose the Company may diminish height of the type in which the names of the three (3) or more writers appear in addition to narrowing from side to side the names of such three (3) or more writers; it being further understood that for the purpose of determining which of the writers are the first two (2), the order in which such writers appear in the notification of the Guild's determination reached in its credit arbitration proceedings shall control; and

b. Where a writer entitled to screenplay credit is also entitled to credit as the director and/or producer of the photoplay, then the name of such writer need only be mentioned once in such advertising, provided, however, that he receives credit as a writer; provided further that the order of credit as between writer, producer and director shall be the same as the order with respect to which such credits are given on the screen; and

c. In giving such credit on twenty-four (24) sheets, the names of the individual writers shall in no event appear in type less than 3-1/2 inches in height, or if the screenplay or story credit is shared by more than two (2), in

type less than 2-1/2 inches in height; and

d. In giving such credit in forms of advertising covered hereunder, other than on twenty-four (24) sheets the names of the individual writers shall in no event appear in type of a height less than 15% of the height of type used for the title of the photoplay, or if there are two (2) titles of the photoplay, the larger title of the photoplay. Company may seek a waiver of the double billing provision, in particular cases such as the "Beau Geste" ads and the Guild will not unreasonably withhold such waivers.

In all cases the location of the credit accorded to any writer under this subsection 22 shall be descretionary with the Company.

Where the title of the photoplay is in letters of varying sizes, the percentage above referred to shall be based on not less than the average size of all the letters in such title.

The foregoing obligation to accord advertising credit shall be limited to screenplay or screenplay and story credit and shall not apply:

(1) To group advertising, i.e., where more than one (1) photoplay is advertised; provided, however, that with respect to this exception and the following "teaser" exception, if the individual producer or individual director is mentioned the writer shall also be mentioned, unless no writer is assigned.

(2) To so-called "teaser" advertising;

(3) To advertisements less than eight column inches in size, but if the names of two or more persons who are the producer and director are mentioned the writer shall also be mentioned;

(4) To "trailer" advertising, except where the individual producer or director is mentioned;

(5) Other advertising on the radio or television;

(6) Where credit is given neither to the individual producer nor director of the photoplay;

(7) To special advertising relating only to the source material on which the picture is based, or author thereof, any member or members of the cast, the director, individual producer, or other personnel concerned in its production, or similar matters.

Advertising shall be deemed to have been prepared hereunder when the Company has forwarded the finished copy therefor to the processor or publisher. The Company agrees, however, to revise advertising prepared prior to the final determination of credits so as to show the screenplay or screenplay and story credit as finally determined, if such revision can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense, and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

The Company shall require that all writing credits as they appear on the screen appear in any published version of the whole or substantial part of a picture script, and in any novel based on the screenplay, provided that with respect to any novel based on such screenplay the credit shall indicate that such novel is based on such screenplay. Such writing credit shall appear on the title page in the same size and style of type used for the writer of the novel. If the name of the writer of the novel appears on the cover the "screenplay" or "written by" credit shall also appear on the cover in the same size and style of type as the writer of the novel, provided, however, that the writing credit need not so appear if the writer of the screenplay is the writer of the novel. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, and that the publisher

will comply with such requirements. But the failure of a publisher to comply with any of such requirements shall not constitute a breach by the Company.

In connection with the radio or television broadcast of a half-hour or more in length, the whole or nearly the whole of the entertainment portion of which consists of the adaptation of a screenplay or substantial part thereof, the screenplay or screenplay and story credit as it appears on the screen shall be given either orally or visually.

Where the major writing contribution to a photoplay is in the form of narration, credit for such narration shall be given and worded in the following form: "narration written by." When a narration credit is given in lieu of a screenplay credit on any photoplay, then such narration credit shall be subject to all of the rights and limitations as are provided in this subsection 22. with respect to screenplay credit.

If hereafter the Company distributes or licenses the distribution of a souvenir program or theatrical program of a motion picture hereunder, or a phonograph record or phonograph album made from the sound track of a motion picture hereunder, and the individual producer or director of such picture is named in his capacity as such in such program or on the liner, cover or jacket of such album or records, then the writer shall also be named. The size of such credit as specified under this Schedule A shall be related to the size of the title as it is used in the listing of credit for such picture on such program, liner, cover or jacket.

If in giving credits with relation to a product, the Company gives a "produced by" and also a "directed by" credit then Company shall require the writer's credits to be given in accordance with the provisions of this Schedule A. The failure of a third party to comply with such requirement shall not constitute a breach by Company.

Where the Company supplies written handouts to reviewers and critics it will list writing credits, if they have theretofore been determined.

No casual or inadvertent breach of any of the foregoing shall be deemed to constitute a default, or a breach by the Company of this Basic Agreement.

23. In connection with "sneak" previews before the first general release of a photoplay in the United States, the Company shall give such screenplay or screenplay and story credits as the Company may in good faith believe to be a fair and truthful statement of authorship, but it shall be the obligation of the Company in good faith to have such credit determined prior to such sneak previews; and there shall be no other preview or theatrical showings of any kind except sneak previews, until correct writing credit has been determined as herein provided and included in the main title.

24. The provisions of this Schedule A shall govern the determination of writing credits for shorts (as defined in the Basic Agreement) based upon written scripts, except that:

a. Such writing credits shall appear in forms selected by the Company. In this connection, the Company agrees to use forms of credit which represent a fair and truthful statement of authorship.

b. The location of screen credit shall be discretionary with the Company and such credit may appear on a card with other credits.

c. The right of protest shall be limited to participants. Protests shall be directed only to improper or untruthful statements of the facts of authorship, rather than to the form in which such authorship is stated.

d. The period of time specified in paragraph N hereof shall be forty-eight (48) hours in place of one hundred and twenty (120) hours.

e. The period of time specified in paragraph R shall be three (3) business days in place of ten (10) business days, and the arbitration decision shall not affect the form of the writing credit.

f. The provisions of subsection 22. requiring the giving advertising credit, shall not apply to shorts, but if such writing credits are advertised, they shall be a fair and truthful statement of authorship.

25. In connection with the sale, assignment, or licensing of any literary material or rights therein, which material is subject to the credit provisions of this Schedule, Company shall obtain an acknowledgment in writing that the purchaser, assignee or licensee, as the case may be, will abide by all of the obligations incurred to writers by Company under the terms and provisions of this Schedule A. Upon the execution of such an acknowledgment, Company shall be considered to have fully complied hereunder and thereupon shall be relieved of all obligations under this Schedule A, with respect to such material or rights therein, as the case may be.

26. a. Company will submit to the office of the Guild, 8955 Beverly Boulevard, Los Angeles, California 90048, attention of its Executive Director, a copy of the initial and subsequent campaign advertising material, prior to the issuance or distribution of such advertising material. If at the time of such submission, the Company has the copy of the souvenir program, theatrical program, liner, cover or jacket referred to in subsection 22. above or the copy of the title and cover page of the novelization, referred to in subsection 22, above, the Company will also furnish such copy to the Guil at such time. If the exigencies of time so require, Company may comply with the above by submitting such advertising material to the office of Writers Guild of America, East, Inc., 22 West 48th Street, New York 36, New York, Attention of its Executive Director. If within twenty-four (24) hours after such submission in Los Angeles or if within thirty-six (36) hours after such submission in New York the Guild protests by telegram delivered (collect if desired) to the Company, that such advertising material does not conform to the provisions of this Schedule A, subsection 22. above, then the Guild may, within twenty-four (24) hours after making such protest, submit the dispute to arbitration under this subsection 26. The arbitrator shall make his decision and deliver it to the respective offices of the Company and Guild within twenty-four (24) hours after such submission to arbitration.

The arbitrator shall be selected in accordance with the following procedure. There shall be a panel of ten (10) arbitrators designated as Arbitrators Number 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, respectively. The first such arbitration shall be submitted to Arbitrator Number 1, the second such arbitration (or the first such arbitration if Arbitrator Number 1 is unavailable therefor) shall be submitted to Arbitrator Number 2, and so on in rotation. The initial panel of arbitrators is:

Ben Aaron	Arbitrator Number 1
Sidney Justin	Arbitrator Number 2
Dean Richard Maxwell	Arbitrator Number 3
Addison Mueller	Arbitrator Number 4
Seymour Bricker	Arbitrator Number 5
Orrin B. Evans	Arbitrator Number 6
Harry Keaton	Arbitrator Number 7
Roger Davis	Arbitrator Number 8
Leon Kaplan	Arbitrator Number 9
Walter Bruington	Arbitrator Number 10

The arbitration shall be held in Los Angeles, California. The cost of such arbitration shall be borne equally by the Company and the Guild. The Company and Guild shall each bear its own attorneys' fees.

If the arbitrator decides that the Guild's protest is valid, he must designate in what respect such advertising material does not conform to the provisions of this Schedule A, subsection 22. above. This shall be the limit of the arbitrator's authority. The decision of the arbitrator shall be binding upon the Company, the Guild, and the writer or writers involved. Company shall not issue any such advertising material which would violate such decision.

It is hereby agreed that if the arbitrator in any arbitration under the provisions of this subsection 26. does not make his decision and deliver it to the respective offices of the Company and Guild within 24 hours after the dispute has been submitted to him under this subsection 26., then, at any time thereafter prior to the making and delivering of such decision, either the Guild or the Company may elect to remove the dispute from such arbitrator and re-submit it to the next arbitrator in rotation. If so re-submitted, such next arbitrator in rotation shall make his decision and deliver it to the respective offices of the Company and Guild within 24 hours after such re-submission. The aforesaid election and re-submission shall be exercised and effected by written notice by the Guild or the Company, as they case may be, to the other party. If the first arbitrator shall make and deliver his decision after the expiration of 24 hours after the dispute has been submitted to him and prior to the re-submission of the dispute to the next arbitrator in rotation as aforesaid, such decision shall have the same effect as though it had been made and delivered by the first arbitrator within 24 hours after the original submission of the dispute to him.

If the Guild fails to submit its protest in the manner and within the time period specified above, or if the Guild fails to submit the dispute to arbitration in the manner and within the time period specified above, then in either of such events the Guild shall be conclusively deemed to have approved such advertising material and such approval shall be binding upon the Guild and the writer or writers involved. The Company shall not issue or distribute any advertising material prior to the expiration of the period within which the Guild may protest nor in the event of a protest by Guild (submitted in the manner and within the time period specified above) prior to the expiration of (i) seventy-two (72) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in Los Angeles or (ii) eighty-four (84) hours after such advertising material has first been submitted as aforesaid by Company to the Guild in New York, as the case may be.

In determining any twenty-four (24) or thirty-six (36) hour period referred to above in this subsection 26 a., there shall be excluded Saturdays, Sundays, and the six holidays recognized in the motion picture industry, to-wit: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

Time is of the essence as to all of the provisions of this subsection 26.

b. Company will forward, wherever practical, by Air Mail, to the Guild, to the attention of its Executive Director, a copy of each of its press books immediately upon its publication and before its general distribution. The present address of the Guild is 8955 Beverly Boulevard, Los Angeles, California 90048.

Such press books shall conform to the provisions of this Schedule A, subsection 22., above.

The Guild shall send a written answer to the Company immediately upon receipt of the Company's press book. If Company does not recieve such an answer from the Guild within six days from the time the Company has sent the press book to the Guild, the Guild shall be considered to have approved the press book, and such approval shall be binding upon the Guild and the writer or writers involved. If within such six days the Guild should protest to the Company that any advertising contained in such press book neither previously approved as part of initial advertising material nor as part of subsequent advertising material, does not conform with the advertising provisions quoted above, the Guild and the Company shall appoint a joint committee which shall immediately

determine the validity of the Guild's protest. If the committee determines it is a valid protest, [illegible] specify the corrections, if any, necessary to conform the advertising with the above mentioned advertising provisions.

27. If the Company shall sell or license the so-called stage presentation rights to a screenplay with respect to which a writer has received a "written by," "story by," or "screen story by" screen credit, then Company shall provide in the contract of sale or in the license that the writer shall be accorded appropriate credit reflecting such screen credit in (1) the program for the stage presentation based upon such screenplay, (2) newspaper advertising of one-half page or larger for the Broadway showings of such stage presentation, and (3) billboards and lobby displays for such stage presentations, but only if general credits are also accorded in such programs, newspaper advertising, lobby displays, and billboards, e.g., director credit, stage play writer credit, producer credit, choreographer credit, and the like. The failure of the purchaser or licensee of the stage presentation rights to comply with such contractual requirements shall not constitute a breach of this agreement by the Company.

28a. Notwithstanding any other provision of this Schedule A, but subject to the provisions of subsection 28d. below, if the individual producer or director is accorded a "production" or "presentation" type of credit, such as "A Sam Jones Production" or "A Sam Jones Picture" or "A Sam Jones Presentation," on the screen (wherever such credit may appear on the screen other than in the position where such individual producer or director credit would normally appear pursuant to this Schedule A), in advertising (wherever such credit in advertising may appear), such "production" or "presentation" type of credit may be accorded in a different style and/or a different size (whether larger or smaller) of type than used to accord credit to the writer of the screenplay, subject to the following:

(1) If such "production" or "presentation" type credit on the screen is in such different style or different size of type, it shall not be placed on the screen between the card according credit to the writer of the screenplay and the card according credit to the director of the photoplay.

(2) If such "production" or "presentation" type credit is used more than once in any advertisement and appears in larger size type than that accorded to the writer of the screenplay in such advertisement, it may not be placed on the same line as such writer's credit in such advertisement.

28b. Subject only to the provisions expressly relating thereto contained in this subsection 28, the matter of "production" or "presentation" type credit shall not be governed by this Basic Agreement; it being agreed that the Company may accord such "production" or "presentation" type credit as it may see fit.

28c. The obligation under subsection 22. of this Schedule A to mention the writer in group advertising or so called "teaser advertising or trailer advertising" where the individual producer or director is mentioned shall not apply if such mention of the individual producer or director is a "production" or "presentation" type credit.

28d. The provisions of a. b. and c. of this subsection 28. are modified to the extent required by the following:

Wherever a single presentation or production credit is accorded to any individual or individuals in advertising, the writer or writers who are entitled to credit on the screen pursuant to the provisions of this Schedule A shall receive credit in such advertising in type size at least 20% of the size of the type of the main title or 50% of the size of the type of the production or presentation credit, whichever is greater, as such title or credit appears on the advertising involved. If more than one such presentation or production credit is accorded to any individual or individuals, then the size of the writing credits shall be increased by an additional 5% of the main title for each such additional presentation or production credit (e.g., a total of 25% for two,

30% for three), or shall be in 50% of the size of the largest of such presentation or production credits, whichever is larger.

If two or more names are used on one line in one such presentation or production credit it will, nevertheless, count as one presentation or production credit (e.g., "A John Jones-Bob Brown Presentation"; but not "A John Jones Production of a Bob Brown Presentation").

The credit accorded to the author of the source material is not subject to the restrictions of this subsection and shall not be considered a "production" or "presentation" credit.

All credit requirements of existing contracts or appropriate credits contained in copy prepared prior to December 13, 1966, which conflict with the foregoing provisions shall control.

The provisions hereof shall further not apply to impersonal corporate presentation or production credits where the corporate name is wholly impersonal such as "Columbia Pictures Corp. presents," and shall further not apply to the names of any distributing company, whether or not impersonal, including Walt Disney Productions.

The foregoing provisions shall not apply to subparagraphs (1), (2), (4), (5), and (6) of subsection 22d. of this Schedule A.

29. On the request of either party for modification of this Schedule A on the ground of hardship in the application of any of its provisions, the other party agrees to meet and negotiate with respect to changes to eliminate such claimed hardships.

30. Where used in this Schedule A, the term "writer" or "employed writer" shall have the same meaning as provided in Article 1 B.1.a. of the Basic Agreement.

TELEVISION SCHEDULE A

TELEVISION CREDITS

1. Credit shall be given on the screen for the authorship of stories and teleplays and shall be worded "Teleplay by", or "Story by", or "Written by" (for story and teleplay) or, in the case of variety and audience participation shows only, "Written by", or "Special material by", as the case may be. The term "Teleplay" means the script as produced on the television screen or as shown in its final form, by whatever means the medium may employ. In the exceptional case where a writer has contributed to the development of the final teleplay but is not given teleplay credit hereunder, credit in the form "Adaptation by" may be given, but such credit shall be subject to automatic credit arbitration as provided in subsection 1 of Schedule A, Television.

If a writer is entitled to "Written by" credit on a television film which he also produces or directs, unless the writer objects nothing herein shall prevent according credit on the screen and/or in paid advertising in the following forms:

"Written and Produced By_____", or Written and Directed By_____", or "Written, Produced, and Directed By_____".

2. The term "Story" means all writing written substantially in whole by a writer or writers as hereinbefore defined, representing a contribution distinct from Teleplay and consisting of basic narrative, idea, theme or outline indicating character development and action. The term "Source material" means all material upon which a teleplay is based other than the story, as hereinabove defined, including other material on which the story is based. Credit shall be given for story authorship of teleplays to the extent and in the forms provided in the following paragraph a. to e. inclusive:

a. When a teleplay is based upon story and upon no other source material, credit for story authorship shall be given to the television writer and shall be worded, "Story By."

b. When the teleplay is based upon source material, no story authorship credit may be given to the television writer (except pursuant to paragraph c. and d. below) but, subject to contractual commitments in effect on June 19, 1960 with source material authors, the source material author may not be given "Story by" credit, it being understood and agreed, however, that the company may give to the source material author any appropriate credit other than the two words "Story by", and that the credit given to source material authors may include but shall not be limited to, the source material credits referred to in paragraph c. below

c. When the teleplay is based upon both story and source material and the story is substantially new or different from the source material, credit for story authorship shall be worded, "Television Story by", which credit shall be subject to automatic credit arbitration as provided in subsection 17. of this Schedule A. The Company shall not thereby be limited from giving credit to the author of source material provided such credit shall indicate the form in which it is acquired, such as, for example, "From a play by", "From a novel by", "From a radio play by", "From a Saturday Evening Post story by" "From a series of articles by", "From an unpublished story by", "Based upon a short story by", or other appropriate wording.

d. Where the teleplay is based upon a sequel story, credit for such sequel story shall be given in the form "Story by" and the author of the source material upon which such sequel is based may be given credit, "Based upon character created by", or other appropriate form of credit. If the sourc

material is in the form of a format or characters, then the source material credit may be given in the folliwng forms: "From the format by", or "Characters created by".

e. Upon the written request of a writer made prior to his acceptance of employment in connection with a designated program or upon the written request of a then employed writer at the time of his assignment to a designated program, the Company shall notify him in writing of any then existing contractual obligations to give credit for source material in connection with such program. The Company shall not thereby be limited from making subsequent contractual obligations to give source material credit as above provided in connection with such program. Neither the existence of any form of credit obligation nor the giving of any such credit information shall relieve a writer from his obligation to render services and otherwise perform as provided in his employment agreement. A Company which furnishes a writer hereunder with inaccurate or incorrect information shall not be deemed to be in breach of this Basic Agreement or its employment agreement with such writer if the Company at the time of giving such credit information believes in good faith such information is correct .

The Company shall be deemed to be contractually obligated in any of the cases above mentioned if the Company in good faith considers itself so obligated.

Nothing herein contained shall limit the Company from using and purchasing source material, from entering into agreements to give source material credit therefor, as above provided, and from carrying out such credit obligations as may be therein provided.

In the case of a Variety or Audience Participation program on film where a writer has contributed material and is not otherwise entitled to be included in the "Written by" credit customarily shared by such writers, additional credit may be given for such material in the form "Special Material by" Writers of Variety and Audience Participation Shows shall be deemed included under all the provisions of this Schedule A, the same as writers of dramatic programs despite the fact that only "Story" and "Teleplay" are hereinafter referred to, and when credits for Variety or Audience Participation Shows are involved hereunder the terms "Written by" and "Special Material by" shall be deemed included whenever the terms "Story by" and "Teleplay by" appear.

3. Screen credit for teleplay will not be shared by more than two (2) writers, except that in unusual cases, and solely as the result of Guild arbitration provided hereunder, the names of three (3) writers or the names of two (2) writing teams may be used. A writing team for the purpose of this Schedule A only shall be deemed to be two writers (excluding production executives) who have been assigned at about the same time to the same script and who work together for approximately the same length of time on the script. The same limitation shall apply to screen credit for story authorship by writers hereunder.

4. The limitation as to the number of writers receiving credit provided for in subsection 3 shall apply to all teleplays except multiple-story teleplays, revues, Variety and Audience Participation shows.

5. Unless the writing of the story and/or teleplay is done entirely without the collaboration of any other writer, no story or teleplay credit to a production executive shall become final or effective unless approved by a credit arbitration as herein provided, in accordance with the Guild rules for the determination of such credit. Such credit arbitration, however, shall be without prejudice to the Company's position in any arbitration relating to payment pursuant to Article 13B.7C. A production executive for the purpose hereof shall be defined as any employee

of Company customarily hired for or engaging in activities considered part of the managerial phase of company's business activities. If Company shall claim that a writer has been assigned to write a teleplay based upon a story composed or created by a production executive, the story and teleplay shall be subject to an automatic arbitration pursuant to the provisions of this Schedule A.

6. When more than one (1) writer has participated in the authorship of a story and/or teleplay, then all participants will have the right to agree unanimously among themselves as to which of them shall receive writing credits on the television screen, provided that the form of credit agreed upon shall be in accordance with the terms of this Credits schedule, and provided further the agreement is reached in advance of arbitration and the form of such credit is not suggested or directed by the Company. If such unanimous agreement is communicated to the company before the final determination of credits hereunder, the company will accept such designation of credits, and such agreed credits shall become final hereunder. The company will confirm such agreed credits by sending notice thereof to all participants and to the Guild in the manner provided in this Schedule, subsections 10.-11. In no case shall a writer grant to another writer, or accept for himself, credit which is not properly earned.

7. Writing credit, required under the provisions of this Schedule A and as finally determined hereunder, shall appear on a separate card or cards on the television screen subject to the following conditions:

a. Writing credit (other than Source Material credit) may appear on the same card on which appears the title of the particular episode, but in no event in size of type less than 30% of the size of the title; or

b. Writing credit, including Source Material credit, if given, may appear on a separate card or cards immediately following the title card of the particular episode; or

c, Writing credit, including Source Material credit, may appear immediately prior to or following immediately after the director's credit. Writing credits placed pursuant to this subparagraph c. shall not be more than the second personal credit prior to the beginning or subsequent to the ending of the teleplay as the case may be. For this purpose, however, if Source material credit appears on a separate card from the other writing credits these two separate cards immediately succeeding each other shall count as one credit. Commercials or a credit to the production company shall not be deemed to be a "personal credit" for the purposes of this provision.

d. Credit for Anthology Series. With respect to anthology series only, the company shall give the writing credits in either of the positions set forth in a. or b. above unless the initial sponsor of the series, having the right to to so pursuant to its agreement with the Company, requires the Company to refrain from placing the credit in either of such positions. In such case, however, the company shall place the writing credits as provided in c. above.

e. The credit given to a television writer or writers pursuant to this Schedule A shall precede (but need not immediately precede) source material credit except that

(1) the obligation imposed by this sentence should be subject to contractual commitments, heretofore or hereafter entered into by the Company with any source material author, requiring that source material credit precede television writing credit;

(2) the Company shall in any event have the right to give precedence to source material credit if the source material author's name has marquee value.

For purposes of illustration, a few examples of names having marquee value are: Kathleen Norris, Paddy Chayefsky, Ernest Hemingway, Erle Stanley Gardner, George Axelrod, Ogden Nash and John Van Druten.

If roller type credits are used, the Company in lieu of the use of a separate card shall set the writing credits in such fashion that when they are centered on the screen, no other credit shall be visible.

Source Material credit may be given on the same card on which other writing credits appear provided that writing credit (other than Source Material credit) shall be the first credit appearing on such card and provided further that the Source Material credit shall not occupy more than 40% of the space on such card and is not displayed more prominently than the other writing credits appearing thereon; provided, however, that this provision shall be subject to and not affect any individual personal service agreements in effect on March 18, 1957. In no event, however, shall Source Material credit be included on the card on which the other writing credits appear with the title of the particular episode.

Teleplay credit shall precede story credit, it being understood that if both are on the same card, teleplay credit shall be the first credit.

8. A Company shall not enter into any contract to give credit to any writer or writers hereunder for reasons of the writer's prestige or for any reasons other than earned credit, and writing credit for any writer or writers shall be assigned solely on the basis of actual contribution to the story or teleplay as determined in the event of question by the Credits Arbitration machinery of the Guild.

9. The Guild shall set up and maintain a record and listing of credits comparable to the Bulletin of the Academy of Motion Picture Arts and Sciences for the benefit of writers engaged in writing for television. Any participant in the writing of a story for television or in the writing of a teleplay or any other material which shall appear on the television screen, whose contribution is deemed insufficient to warrant visual television screen credit, shall be eligible to have the nature of his contribution recorded in the aforementioned Bulletin and be made available to such writer for exploitation purposes, provided, however, that the final decision as to his contribution and what credit he shall receive and where, in the event of question, rests solely with the arbitration machinery of the Guild. Company shall be under no obligation with respect to the establishment or maintenance of any such records or listings.

10. A writer who has participated in the writing of the teleplay or of the story (other than Source Material) with respect thereto and, in the case of a remake, any writer who has received credit for story (other than Source Material) or teleplay in connection with the most recent production of such remade television film shall, for the purposes of this Basic Agreement, be considered a participant. As a participant, he shall be entitled to participate in the procedure for determination of writing credits.

11. Before the writing credits are finally determined, the company will send concurrently to each participant and to the Guild written notice, which will state the Company's choice of credits on a tentative basis, together with the names of all participants and their addresses last known to the company. Where the Company deems its record of participants incomplete, it may comply with the foregoing by giving notice to each writer whose name and address are furnished by the Guild within two (2) days after the Company's request for such information, in addition to giving notice to each participant shown in its own records.

The Company shall on such notice of tentative credits, for the information of the Guild and participants, state the form of any source material credit which the company intends to use in connection

with the photoplay. Such credits shall not be subject to protest and arbitration as hereinafter provided but the Guild shall have the right to object to the form of such credit.

At the Company's request, the Guild may, but shall not be obligated to, make a tentative determination of screen credits and send out the notice.

12. The notice specified in subsection 11. hereof, will be sent by telegram to writers outside of Los Angeles or New York area, depending on the place of production, or by telegram, messenger or special delivery mail to writers in such areas. No notice will be sent to writers outside of the United States or writers who have not filed a forwarding address with the company. In case of remakes the company shall not be under any obligation to send any notice to any writer contributing to the teleplay or story of the original production, unless the writer has received credit.

13. The Company will keep the final determination of screen credits open until a time specified in the notice by the Company but such time will not be earlier than six o'clock p.m. of the next business day following the next day after the dispatch of the notice above specified. If within the time specified, a written protest of the tentative credits has not been delivered to the Company from any participant or from the Guild, the tentative credits shall become final. Every protest, including that of the Guild, shall state the grounds or basis therefore in the notice thereof. The Guild agrees not to use its right of protest indiscriminately.

14. If a written protest of the tentative credits is received by the Company from a participant or the Guild within said period, the Company will withhold final determination of credits until a time to be specified by the Company which time will not be earlier than one hundred twenty (120) hours after the Company delivers to the Guild, all of the scripts involved.

In any case where the Guild is required to read more than four (4) scripts pursuant to a protest hereunder, the Company shall be required to add to the one hundred twenty (120) hours above provided a period of twenty-four (24) hours for each additional script or fraction thereof.

If the material is voluminous or complex, or if other circumstances beyond the control of the Guild necessitate a longer period in order to render a fair decision and the Guild requests an extension of time for arbitration, the Company agrees to cooperate wherever practicable.

15. Upon receipt of a protest, the Company will deliver three (3) copies of the final script and three (3) copies of all material written by the participants and three (3) copies of all available source material to the Guild offices in Los Angeles or New York and the Company shall notify the participants and the Guild by telegram informing them of the name of the protesting party and the new time set for final determination, provided that if three (3) copies of all the material cannot be provided the arbitration period is to be extended from one hundred and twenty (120) hours to five (5) business days.

16. Any notice specified in the foregoing paragraphs shall, unless a specified form of service thereof is otherwise provided for herein, be sent by the Company be telegraphing, mailing or delivering the same to the last known address of the writer or may be delivered to the writer personally, and to the Guild at the last known address of the Guild in Los Angeles or New York.

17. Unless a unanimous agreement has been reached in accordance with subsection 6. hereof, any participant or the Guild may within the period provided for in subsection 13. hereof, file with the Company at its Studio and the Guild at its Los Angeles or New York office, as the case may be, a written request for arbitration of credits. In any case where automatic credit arbitration is required under this Schedule A, the

Guild will be deemed to have made a written request for arbitration of credits at the time the Company submits the notice of tentative credits and in such case the Company will immediately make available to the Guild the material as provided for under subsection 15. of this Schedule A. The Guild through its arbitration committee shall, within the time limit specified by the Company make and advise the Company of its decision within the limitations of this Schedule A. In the event the decision of the arbitration committee is not rendered within said period, as the same may have been extended by the Company, the Company may make the tentative credits final, provided the terms and provisions of this Schedule have been fully complied with by the Company.

Prior to the rendition of the decision, said committee may make such investigations and conduct such hearings as may seem advisable to it. The Company shall cooperate with the arbitration committee to arrive at a just determination by furnishing all available information relative to that arbitration. Upon request of the arbitration committee, the Company shall provide the committee with a copy of the cutting continuity if it is available at the time of arbitration.

The decision of the Guild arbitration committee with respect to writing credits, including any Board of Review established in connection therewith, insofar as it is rendered within the limitations of this paragraph shall be final, and the Company will accept and follow the designation of screen credits contained in such decision and all writers shall be bound thereby.

18. The decision of the Guild arbitration committee may be published in such media as the Guild may determine. No writer or Company shall be entitled to collect damages or shall be entitled to injunctive relief as a result of any decision of the committee with regard to credits. In signing any contract incorporating by reference or otherwise all or part of this Basic Agreement, any writer or Company specifically waives all rights or claims against the Guild and/or its arbiters or any of them under the laws of libel or slander or otherwise with regard to proceedings before the Guild arbitration committee and any full and fair publication of the findings and/or decisions of such committee. The Guild and any writer signing any contract incorporating by reference or otherwise referring to this subsection or any writer consenting to the procedure set forth in this subsection, shall not have any rights or claims of any nature against any Company growing out of or concerning any action of the Guild or its arbiters or any of them, or any determination of credits in the manner provided in this subsection, and all such rights or claims are hereby specifically waived.

19. In the event that after the screen credits are determined as hereinabove provided, material changes are made in the script or photoplay, either the Company or participant and the Guild jointly may reopen credit determination by making a claim to the Guild or Company as the case may be, within forty-eight (48) hours after completion of the writing claimed to justify the revision of credits, in which case the procedure for determining such revised credits will be the same as that provided for the original determination of credits.

The Company agrees to make revisions in advertising materials previously forwarded to the processor or publisher to reflect such redetermined credits, provided that such revisions can physically and mechanically be made prior to the closing date of such processor or publisher and at reasonable expense and provided the processor or publisher has not yet commenced work on that part of the material which the change would affect.

20. No writer shall claim credit for any participation in the screen authorship of any teleplay or story for which the credits are to be determined by the procedure herein provided for prior to the time when such credits have in fact actually been so determined, and no writer shall claim credits contrary to such determination.

21. With reference to credits in advertising which is contracted for by the Company and which is more than eight column inches in size, if the names of the individual producer or director shall be included, the name of the writer shall be included and in all such instances the writer shall receive parity as to size and style of type with the director and producer except in those instances where the Company shall have determined in good faith that the individual director's or producer's name has box office value. In connection with a series, anthology or episodic, or serial, if advertising credit is given to a producer or a director only in connection with advertising the entire series the writer shall be given credit in such advertising where the number of scripts contributed by such writer shall equal the number of programs produced or directed by the producer or director receiving such advertising credit. If spoken credits are accorded to the producer or director they shall also be accorded to the writer. Oral self identification by a producer or director shall not be deemed to be a spoken credit for the purpose hereof. In the event that the Company licenses or grants to any third party the right to make any of the uses of serial or episodic series material specified in Article 15B 14., it shall use its best efforts, in contracting with such third party, to require such third party to accord to the writer or writers of such material credit therefore which is appropriate to the field or medium for which such material is licensed; provided, however, that Company shall be obligated, in any contract with such third party for hard cover or paperback book publication of such material, to provide for credit to such writer or writers in a manner consistent with credits ordinarily given in the book publishing industry in similar instances. If Company itself uses such material pursuant to paragraphs a. or e. of said Article 15B 14., it will accord appropriate credit to such writer or writers in connection therewith, but in the event of any dispute concerning the appropriateness of such credit the company's decision shall be final. Nothing contained in this subsection 21. shall be deemed to affect, limit or modify the provisions of subsection 8. of Article 15B of this Basic Agreement, it being the intent that a "Buyer" executing an assumption agreement under subsection 8. shall in all respects be in the same position as the "Seller".

22. No commercial or advertising matter, audio, or visual, shall appear on or above the writer's card either as background or otherwise. The following uses of a sponsor's name, mark, slogan, product or package shall not be deemed to involve an appearance of "commercial or advertising matter":

a. Such use as a part of or in direct conjunction with the title of the program or program series, (as in "DuPont Show of the Month", "GE Theatre", "US Steel Hour");

b. Such use as an integral part of draperies, sets, or props appearing under a superimposition of credits where such draperies, sets or props were used in the entertainment portion of the program (as in various types of variety, comedy variety and audience participation programs);

c. The superimposition of a crawl or roller-type credit over a still or moving photograph of a sponsor's product on a set or sets used in the entertainment portion of the program where the use, demonstration, or exhibition of such product was integrated with the entertainment portion of the program;

d. Such use as a part of the playing or singing of the sponsor's musical theme.

Anything in this subsection 22. to the contrary notwithstanding, it is understood and agreed that on any particular program the writer will be given parity of treatment with the director insofar as the appearance of commercial or advertising matter on their respective cards is concerned.

23. A credit on the screen in the form "created by" shall be given on each episode of an episodic series or serial, to the writer where such writer has separated rights and is entitled to sequel payments for such episode under Article 16B2. Such credit shall be contiguous to a writing credit. The Company may contract to give such credit to any person, but such contract shall provide that in the event another writer is determined to be entitled to such credit, as above provided, that writer shall be given the "created by" credit and the person whose contract provided for such credit may be given a "developed by" credit or other similar credit. If the contract was executed prior to June 16, 1966 providing for such "created by" credit, such credit may be given notwithstanding the above provisions. In the event no one is entitled to such separation of rights or in the case of anthology episodes, nothing herein shall prevent, or require, the giving by the Company a "created by" credit.

a. A writer entitled to "created by" credit shall be given appropriate source material credit in hard cover or paperback book publications arising out of the series. The contract with the publisher shall provide that this provision is for the express benefit of the writer and the Guild, but the failure of a publisher to comply with such requirement shall not constitute a breach by the Company.

b. With regard to any episodic series or serial in which a writer subject to this Basic Agreement has separated rights, is entitled to sequel payments under Article 16B2. and receives a "created by" credit, if the Company desires to grant a "developed by" credit, such credit may only be given for writing and shall be subject to a Guild arbitration to determine its appropriateness. The Guild's decision in this regard shall be final.

24. A credit entitled "narration written by" or "narration by" shall be in accordance with the following:

	NARRATION (by writer other than writer of teleplay or story and teleplay)					
	FILM ASSEMBLED IN STORY SEQUENCE			FILM FOOTAGE NOT ASSEMBLED IN STORY SEQUENCE		
Nature of material already written under MBA when narration writer hired	**Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer	**Credit to Narration Writer	Freelance Minimum	Residuals to Narration Writer
1.	Narration written by	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Written by	See Rate Schedule B	Yes, based on % of applicable freelance minimum in Rate Schedule B
2. Story only	Narration written by (If story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A	Narration written by (If story credit, then on same card)	See Rate Schedule A	Yes, based on % of applicable freelance minimum in Rate Schedule A
3. Story and teleplay	None, but if over 8 minutes of narration (aggregate), only receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration (aggregate of no more than story & teleplay residuals)	None, but if over 8 minutes of narration (aggregate), may receive Narration by credit (same card) Automatic arbitration	See Rate Schedule C	If "Narration by" credit, then only shared residuals, as determined on WGA credit arbitration

**Credit not to affect rates - There is no Separation of Rights for Narration

25. Notice of tentative credits shall be in the following form, which form has been approved by the Guild:

NOTICE OF TENTATIVE WRITING CREDITS

TO: Writers Guild of America, West, Inc., 8955 Beverly Boulevard, Los Angeles, California 90048 and Participating Writers

NAMES OF PARTICIPATING WRITERS ADDRESS

_____ _____

Title of Episode:_____ Production #_____
(indicate if pilot)

Series Title:_____

Producing Company:_____

Producer:_____ Assoc. Producer:_____

Director:_____ Story Editor(or Consultant):_____

Other Production Executives, if Participating Writers_____

Writing credits on this episode are tentatively determined as follows:

ON SCREEN:

Source material credit ON THIS EPISODE (On separate card, unless otherwise indicated) if any:

Continuing source material or Created By credit APPEARING ON ALL EPISODES OF SERIES (on separate card, unless otherwise indicated) if any:

The above tentative credits will become final unless a protest or request to read the final script is communicated to the undersigned not later than 6:00 P.M._____.

_____ BY:_____

26. Where the Company supplies material to newspapers and periodicals such as TV Guide for listing programs, it will list writing credits if they have theretofore been determined.

27. Where the Company has failed to provide credit on the screen in accordance with final credit determination it shall correct each print before such print is re-telecast and place a full-page advertisement in either DAILY VARIETY or the HOLLYWOOD REPORTER specifically crediting the writer. Such remedies shall be in addition to any claim the individual writer may have for damages by reason of such failure to provide proper credit.

28. Each writing credit card required hereunder shall appear on the screen a minimum of two seconds, or the length of the producer's or director's credit, whichever is shown longer.

29. If by reason of method of assignment of the writer or other circumstances in connection with a program or series, the provisions of this Schedule A are inappropriate, either the Guild or the Company may raise the question of such inappropriateness and the mutual agreement reached by them with respect to the credit to be given, if any, shall be binding and conclusive on these parties and the writers.

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GC #15 (live)

[illegible] made this 1st day of October, 1951, and [illegible] Guild of America, Inc., a New York corporation, acting on behalf of itself and its affiliates, Screen Guild of America, West, Inc., a California corporation (said Guilds being hereinafter referred to as the "Guild"), on the one hand, and the American Broadcasting Company, Inc., a subsidiary of American Broadcasting Companies, Inc., a Wisconsin corporation, Columbia Broadcasting System, Inc., a New York corporation, and National Broadcasting Company, Inc., a [illegible] corporation (hereinafter referred to individually and collectively as "Company" or "network Company"), on the other hand.

In order to promote harmonious collective bargaining relationships, the parties hereto agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

A. Persons Covered. This Agreement shall cover freelance writers (as distinguished from writers on staff) insofar as they are engaged by the Company for the "principal purpose" (as defined below) of rendering writing services as "Employees" (as defined below) in the preparation of "material" (as defined below) for programs broadcast "live" (as defined below) over "national television network" (as defined below), which originate in New York, Chicago or Los Angeles, or which normally originate in New York, Chicago or Los Angeles but which may travel to other points of origination on particular occasions, or which normally travel from city to city but the major production elements of which are produced from New York, Chicago or Los Angeles.

This Agreement shall also cover freelance writers (as distinguished from writers on staff) insofar as they are engaged by a signatory to this Agreement or to a Letter of Adherence for the "principal purpose" (as defined below) of rendering writing services as "Employees" (as defined below) in the preparation of "material" (as defined below) for programs produced within the geographical area of the "national television network" (as defined below), other than New York, Chicago or Los Angeles, by a signatory to this Agreement or to a Letter of adherence for broadcast "live" (as defined below) over said "national television network" within the continental United States. Excluded from the coverage of the preceding sentence are programs in the field of news and public affairs programs (this exception shall not exclude from coverage writers otherwise covered by this Agreement who are engaged in New York.

Chicago, or Los Angeles to perform services outside those cities); and programs which are broadcast only on the owned and operated stations of a signatory to this Agreement or to a letter of adherence (except dramatic programs which are broadcast over two or more of the signatory's owned and operated stations including New York, Los Angeles and/or Chicago). The provisions of Article XXV shall not be applicable to programs falling within the coverage of this paragraph.

An "Employee," as the term is used in this Agreement, shall be any writer who performs services for the Company:

(1) whom the Company has engaged or engages to write "material," where the Company has the right by contract to direct the performance of personal services in making revisions, modifications or changes; or

(2) as to whom the Company has the right by contract to direct the performance of personal services in making revisions, modifications or changes in "material"; or

(3) whom the Company has engaged or engages to perform a rewrite or polish or extensive revision of "material." The Company shall designate at the time of such engagement whether a rewrite or polish or extensive revision is required. Within forty-eight (48) hours after receipt by the writer of the material, the writer shall, in the event of disagreement with the Company's designation,

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notify the appropriate representative of the Company of such disagreement and also designate the classification deemed appropriate; otherwise, the writer shall be deemed to have agreed with the Company's designation and shall be bound by such designation. If the writer does so notify the Company, the Company shall, within forty-eight (48) hours of the writer's notification, either agree with the writer as to the appropriate designation, or not engage the writer without liability for any compensation. If the writer does so notify the Company, the writer shall not be obligated to perform any writing services unless and until such time as the final designation is agreed upon. Nothing herein contained shall preclude the Union, in the grievance or arbitration machinery hereunder, from challenging the designation agreed upon by the writer and the Company on the grounds that it is inconsistent with the actual assignment to the writer, or the mutual intention of the parties, or the work which would reasonably be required in fulfilling the assignment; provided, however, that if the Union, within 96 hours from the receipt by the Union of the employment notice covering such employment, does not, orally or in writing, inform the Company of its intention to so challenge, then the Union shall be deemed to have waived its right to do so.

B. Persons Not Covered. This Agreement does not cover:

(1) any corporate or impersonal purveyor of "material" or of rights therein; or

(2) any individual writer of material or other person who sells or licenses to the Company rights of use or ownership of material, without contracting to perform personal services with respect to the revision, modification or changes in a script or with respect to the development of an outline.

However, in the event that:

(a) as to a script, the Company believes that revisions, modifications or changes are or will be necessary, and if any such writer thereof offers to make, under the direction of the Company, such revisions, modifications or changes; or

(b) as to an outline, any such writer offers to develop, under the direction of the Company, such outline into a script and to make, under the direction of the Company, revisions, modifications or changes in such script;

then the Company agrees to offer to enter into a contract with such writer as an Employee within the provisions of paragraph A (1) or A (2) hereof.

C. If a "professional writer" (as defined below) sells to the Company, for use in an original dramatic program to be broadcast on the network (not including broadcasts only on the Company's owned and operated stations), a script written by such writer, and prior thereto such material has not been published or exploited in any manner or by any medium whatsoever, the Company shall pay no less than the minimum basic compensation which would be applicable if such script were covered by this Agreement. A "professional writer" means any person who has (a) received employment for a total of thirteen (13) weeks as a television, motion picture or radio writer, or (b) has received credit for three original stories or one teleplay for a program one-half hour or more in length in the field of live or filmed television, or (c) has received credit for three radio scripts for radio programs one-half hour or more in length, or (d) has received credit for one screenplay for a feature length motion picture or three shorts, or (e) has received credit for one professionally produced play on the legitimate stage or one published novel.

ARTICLE II - CLASSIFICATION OF PROGRAMS, DEFINITIONS

A. Programs are classified as follows:

1. The term "One-Time Show" shall mean a program intended for broadcast as a single show, broadcast or program and not as one of the programs in a Unit Series, Episodic Series or Serial. If a program otherwise qualifies as a One-Time Show, the status of such program as a One-Time Show shall not be affected by its division into no more than five parts for broadcast during non-contiguous time periods.

2. The term "Unit Series" shall mean a series of programs, each complete in itself, held together by the same title, identifying device or a personality (as distinguished from a character) common to all the programs in the series, but if individual programs in a Unit Series are comprised in part of a recurring feature having the characteristics of an Episodic Series, such feature shall be an Episodic Series for purposes of rights and exclusivity under this Agreement. If a series of programs otherwise qualifies as a Unit Series, the status of such series or any program contained therein shall not be affected by the division of one or more programs in such series into no more than five parts for broadcast during non-contiguous time periods.

3. The term "Episodic Series" shall mean a series of programs, each complete in itself, held together by the same title or identifying device common to all the programs in the series, plus main characters common to many or all the programs. If a series of programs otherwise qualifies as an Episodic Series, the status of such series or any program contained therein shall not be affected by the division of one or more programs in such series into no more than five parts for broadcast during noncontiguous time periods.

4. The term "Serial" shall mean a series of programs in which generally the same characters carry on a continuing narrative. If a Serial contains within the span of a single calendar week a separate and complete story which does not involve the characters previously identified with the Serial, the programs containing such story shall be deemed to constitute a Unit Series under this Agreement for all purposes other than minimum basic compensation.

B. As used in this Agreement:

1. The term "adaptation" shall mean the product of the service rendered by an Employee, upon the specific assignment of the Company, in altering literary material written for another medium (except literary material originally written by such Employee for another medium which has neither been published nor professionally produced in another medium) so as to make it suitable for television use and, for the purposes of this Agreement, shall also include (i) the writing of a script based on an outline (as defined in this Article II) written by another; and (ii) the writing of a script based on a script previously produced on television.

assignment of the Company, an altering literary material written for another medium so as to make it suitable for television use and, for the purposes of this Agreement, shall also include (i) the writing of a script based on an outline (as defined in this Article II) written by another; and (ii) the writing of a script based on a script previously produced on television.

2. The term "Exclusivity" shall mean, with respect to material and each and every element thereof, the right for the Company alone to broadcast; subject to the terms and conditions of this Agreement.

3. The term "Extricable Material" shall mean:

a. With respect to material for a "One Time Show," all elements contained in such material including the title, character names, the characters and characterizations, locale, plot, routine, format and dialogue.

b. With respect to material for a "Unit Series," all elements contained in the material except the title, general format and identifying devices serving to identify the series as such (e.g., sound effects, set introductory or concluding formulas, or similar frame devices). The "Extricable Material" in material for "Unit Series" shall include the subtitle of the particular script, character names, the characters and characterizations, locale, plot, routine, format and dialogue.

c. With respect to material for an "Episodic Series," the dialogue elements, the plot of such material, the subtitle, if any, and such original characters and characterizations as meet the conditions of Article VIII, Paragraph C. The "Extricable Material" in material for "Episodic Series" shall not include series title, identifying devices, characters or characterizations which do not meet the conditions of Article VIII, Paragraph C, or character names.

d. With respect to material for a "Serial" the dialogue elements and such original characters and characterizations as meet the conditions of Article VIII, Paragraph C. The "Extricable Material" in material for "Serials" shall not include locale, plot, routine, format, serial title, general story line, identifying devices, any characters or characterizations which do not meet the conditions of Article VIII, Paragraph C, or character names;

e. In no event shall the "Extricable Material" include elements which are not owned by either the Company or the Employee.

4. The term "live" program shall mean the television broadcast of a performance rendered by live performers at the time of the television broadcast and shall include any subsequent television broadcast by means of any recording of such live performance (on film or otherwise) made simultaneously with such live performance. If a performance is intended to be rendered by live performers at the time of the television broadcast, but instead a recording of the dress rehearsal is utilized for the television broadcast, the term "live" program shall be deemed to include such broadcast and any subsequent television use of such recording. If any part of the entertainment portion (as distinguished from (a) introductory, bridge or closing narration, which is not an integral part of the entertainment portion, (b) advertising or (c) public service announcement or equivalent messages) of the program is live, the entire program shall be deemed to be live for the purposes of this Agreement.

5. The term "material" shall mean either a "script" (whether an original or an adaptation) for an entire television program or a portion or portions thereof, or an "outline" for a television script (hereinafter called "outline"), as said terms script and outline are more fully described herein.

The term "material" shall not include the following:

a. material for sports news and sports commentary programs and sportscasts;

b. commercial copy;

c. advertising, promotion and publicity material;

d. political speeches, public addresses, or commemorative speeches, unless incorporated in a dramatic script;

e. religious services and sermons, except sermons incorporated in a dramatic script or written by a writer who performs services otherwise covered by this Agreement in connection with the program;

f. physical culture program material;

g. material written by government employees, acting within the scope of their government employment;

h. material written by the person who delivers it on the air, however, in the case of any program (other than a sketch program) where such person also writes material for delivery by another person as well as by himself, all of such material shall be covered unless otherwise excluded from coverage under this Agreement;

i. talks, forums, lectures;

j. questions, answers, and/or ideas for stunts for quiz programs and for audience participation programs, except when such questions, answers and/or ideas for stunts are the work of a writer who supplies other material used on the program (including, for purposes of this subparagraph j, written interviews, whether or not actually used in substantially the original written form, but not including the factual revisions in the questions and answers);

k. isolated gag material, casual jokes, established or frequently repeated characterization lines except when such material is written by a person primarily employed by the Company to write such material;

l. choreography or stage or technical directions.

6. The term "national television network" shall mean two or more television stations, provided that the originating television station is located in New York or Chicago or Los Angeles; but recognized regional television networks, now or hereafter constituted similarly to those currently existing in radio shall not be considered national television networks. The term "national television network" may include television stations in the United States, its possessions, dependencies, and territories, and Canada whose broadcast may at any time be included as a part of such network.

7. The term "outline" shall mean matter written for use on a television program or a portion or portions thereof, developed to the point of containing characterization and developed plot line, but not sufficiently developed to meet the definition of a script. (An outline shall be included in the definition of material only if a contract for the development of such outline into a script is entered into pursuant to Article I, Paragraph B (2)(b) hereof.)

8. The term "principal purpose" of rendering writing services shall mean engagement for or performance of any writing services in connection with "material," except minor or

incidental contributions or revisions made by a person with respect to "material" written in the first instance by someone other than himself.

9. The term "Re-use" shall mean, with respect to material covered by this Agreement, another "Single Use" of substantially the same material as was previously broadcast by the Company, occurring at any time after such first "Single Use." Promotional or flashback (prior or later) broadcasts of portions of the script shall not constitute a "Re-use."

10. The term "script" shall mean written matter in a form suitable for acting, narration, or other performance by any person or persons on television, provided that with respect to such matter intended for performance with speech, the dialogue or monologue, as the case may be, must be included for it to be considered a script.

11. The term "Simulcast" shall mean the broadcast of a single performance of a program by radio and television, whether or not the radio and television broadcasts are made at the same time; provided, however, that the original broadcasts by radio and television shall take place within twenty-one (21) days of each other. As to any program in a series broadcast as a replacement during the seasonal hiatus of a regular series, this twenty-one (21) day limitation shall be extended to the length of such seasonal hiatus plus six (6) weeks. In either event, if the recording of the second version of the program to be broadcast is not available for broadcast within the applicable time limit because of the inability of the Company, for reasons beyond its control, to secure material and/or laboratory services, the Company may so notify the Union and if the Union fails promptly after receipt of such notice to advise the Company that in its opinion the cause of such delay was not beyond the control of the Company, such time limitation shall automatically be extended by the period of such inability. If the Union sends such notice, then the question shall be determined under the grievance procedure herein elsewhere provided.

12. "Single Use" shall mean: either -

(1) the use of the material for one network television broadcast and shall include the right without the payment of additional compensation, to broadcast for supplementary coverage on any station (live or by recording) in any city, provided no station in any such city had theretofore carried such broadcast

and provided further that such supplementary broadcasts occur within sixty (60) days following the date of the original television broadcast, and further provided that supplementary coverage may include supplementary broadcasts by means of radio in any city where no television station is in operation as of the date of the original television broadcast, or

(2) the use of the material for one network simulcast, as herein elsewhere defined, and shall include the right, without the payment of additional compensation, to broadcast for supplementary coverage on any television station (live or by recording) in any city provided no television station in any such city had theretofore carried such broadcast and on any radio station (live or by recording) in any city provided no radio station in any such city had theretofore carried such broadcast, and further provided that such supplementary television broadcasts occur within sixty (60) days following the date of the original television broadcast and that such supplementary radio broadcasts occur within sixty (60) days following the date of the original radio broadcast.

NOTE: The single use intended, whether (1) or (2) above shall be specifically set forth in the contract between the Company and the Employee.

"Single Use" of any material shall include, without the payment of any additional compensation, the right to the following Incidental Uses:

a. To modify or revise such material; to include or integrate it with other material or literary works for a single use; to read, rehearse, and reproduce it; to record it on film or otherwise for the purpose of (a) insertion as part of a live program, (b) making a simulcast (including any recorded insertion) if the "Single Use" contracted for is a simulcast, and (c) supplementary coverage, audition, reference, and file; and to make such other uses of it which are not inconsistent with the terms of this contract and which are reasonably necessary or desirable in order fully to give effect to such "Single Use;"

b. To use the material in advertising and publicity material in connection with the program; to broadcast over the same facilities as the program is broadcast, excerpts of recordings of material in the form of promotional announcements and/or trailers.

c. To furnish recordings of the material to advertisers and/or advertising agencies for non-broadcast showings for advertising and promotional purposes to sponsor's employees, trade, business and similar groups (as distinguished from the general public) where no admission fee is charged.

d. To publish or authorize publication for distribution by the Company of excerpts from, or summaries of, the material (accompanied by appropriate credit to the Employee), at any time for promotional purposes, provided no charge is made and provided that not more than one-third of the actual number of words (exclusive of commercial messages, stage directions and the like) is used, and provided that in the case of promotional purposes for distribution solely within the broadcast industry, not more than two-thirds of the actual words (as aforesaid) is used. In the event that any material is used as provided in this paragraph, there shall be included in each copy of the material so used the usual notice of copyright in the name of the Company or the Employee(s), as may be mutually agreed upon in writing between the Company and the Employee(s) in the employment agreement or at any time prior to such use.

The rights defined in this paragraph d. shall terminate if the Employee has the right to enter and has entered into a bona fide contract for serial, book or other publication and has so notified the Company in writing.

e. To authorize others to use recordings of the material for direct projection exhibition in film festivals and competitions, but not in any theater, auditorium or other place if an admission fee is charged for such exhibition, and only if the Company does not derive profit from such use.

f. To furnish to individuals, clubs or religious, educational, charitable or business organizations, for study or discussion purposes, copies of transcripts of public affairs programs on provocative or controversial issues, if the material written by the employee represents less than 25% of the program.

13. The term "sketch" shall mean a self-contained dramatic unit having a plot and which constitutes not more than 20% of the entertainment portion of the program and is not more than ten minutes long.

14. The term "Special Program" shall mean any program which meets the specifications set forth in Article X, Paragraph E.

15. The term "Writer on staff" shall mean a writer employed pursuant to the WGA collective bargaining agreement, if any, pertaining to staff writers which is applicable to the geographical location (i.e., New York, N. Y., Chicago, Illinois, Los Angeles, California, Philadelphia, Pa., or Washington, D.C.) at which he is employed and where

a. The essence of the arrangement is that such writer shall be a regular staff employee of the Company and enjoy the benefits normally accorded other staff employees of the Company, and

b. such engagement contains no specified term of employment (although a minimum period of employment may be guaranteed), and

c. such engagement does not limit the right of the Company to assign the writer to one or more specific programs or program series.

16. The term "Subsidiary Uses" shall mean, with respect to material, all uses other than a "Single Use," "Incidental Uses" and "Re-use," as each of such terms is defined in this Agreement.

17. The term "Term Freelance Writer" shall mean any freelance writer engaged to prepare material pursuant to any method of employment provided for in Article VII, Paragraph B.

18. The term "quiz or audience participation program" shall mean a program based on the participation by individuals in quizzes or stunts or where the moderator or master of ceremonies conducts interviews. Shows of the type of the present "Carson" or "Bishop" shows are comedy-variety programs and are not included within this definition.

ARTICLE III - TITLE AND TERM OF AGREEMENT

A. This Agreement shall be known as the 1968 WGA Television Freelance Minimum Basic Agreement.

B. The term of this Agreement shall commence upon the effective date hereof which shall be October 1, 1968, and shall continue through September 30, 1971, unless otherwise terminated.

ARTICLE IV - WARRANTY OF REPRESENTATION, AND RECOGNITION

A. The Union warrants that it represents and will, for the duration of this Agreement, continue to represent for collective bargaining purposes a majority of the Employees covered by this Agreement.

B. So long as the Union complies with the provisions of Paragraph A. above, the Company will recognize the Union as the sole and exclusive collective bargaining agency for all such Employees covered by this Agreement and agrees that it will, during the term hereof, deal exclusively with the Union as the representative of such Employees for collective bargaining purposes.

ARTICLE V - UNION AND COMPANY SECUPITY

A. During the term of this Agreement the Company will employ as Employees covered by this Agreement, and maintain in its employment as such Employees, only such persons as are members of the Union in good standing or as shall make application for such membership within thirty (30) days after the date of employment hereunder or within thirty (30) days after the effective date of this Agreement, whichever is later; provided, however, that nothing in this paragraph shall be construed to require the Company to cease employing or refrain from employing any such Employee if the Company has reasonable ground for believing that:

1. Membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

2. Membership in the Union was denied or terminated for reasons other than the failure of such Employee to tender the periodic dues and the initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

B. The Union will promptly admit to membership any non-member Employee who is now employed by the Company or any person whom the Company may hereafter employ as an Employee within the coverage of this Agreement upon the same terms and conditions (including the payment of initiation fees and membership dues) as are uniformly required by the Union as a condition of acquiring or retaining membership. The Union warrants that it does not now have and agrees that it will not establish any membership requirements which discriminate because of sex, race, creed, color, national origin or previous employment.

Nothing herein contained shall limit the right of the Union to suspend, expel, discipline or refuse to readmit a member for just cause.

C. The Union will facilitate employment of its members by the Company and will at all reasonable times promptly furnish to the Company information concerning the good standing of any of its members, and the Company shall be entitled to rely upon such information so furnished by the Union.

D. The Company shall make available to the Union at the end of each and every week commencing at the effective date hereof a complete list of all Employees covered by this Agreement, together with the name of the program for which such Employees have been engaged.

ARTICLE VI - SYNDICATION, DOMESTIC AND FOREIGN

A. Definitions

1. For purposes of this Agreement, syndication rights shall be classified as "domestic syndication rights" and "foreign syndication rights."

(a) "Domestic syndication rights" shall mean the right to unlimited telecasting (during the period in which the Company has such domestic syndication rights and subject to the payments provided in E hereof) in the United States, its possessions, dependencies and territories, and Canada (herein called the "domestic syndication area").

(b) "Foreign syndication rights" shall mean the right to unlimited telecasting (during the period in which the Company has such foreign syndication rights) in each country outside the domestic syndication area for which payment has been made, and shall include the right to "dub" appropriate languages in connection with such foreign syndication. "Foreign syndication rights" do not include the right to telecast recordings in foreign countries as part of supplementary coverage, or any other right under this Agreement except as provided in this Article VI.

2. A "run" shall mean the telecast of a recording of a program once in each city in the domestic syndication area. A recording which has been so telecast not more than once in any city in the domestic syndication area is in its first run. A recording which has been so telecast more than once, but not more than twice, in any city in the domestic syndication area is in its second run. A similar test shall apply in determining when a recording is in its third and succeeding runs. Notwithstanding anything in the foregoing, the first Single Use of any material and any Re-use occurring prior to local syndication shall be considered as a Single Use or a Re-use, respectively, but a network telecast subsequent to local syndication shall be considered as part of a run and not as a Re-use. Telecasts which are part of a Single Use or of a Re-use shall be considered telecasts for the purpose of determining what run a program is in.

B. Negotiation for Syndication Rights and Options Therefor

1. The Company, as part of its original negotiations for the services of an individual as an Employee, may negotiate (a) for domestic and/or foreign syndication rights, or (b) for an option to acquire domestic and/or foreign syndication rights.

2. The Company may negotiate for syndication rights and options hereunder with respect to any and all types of "material"; however, with respect to original dramatic material intended for broadcast on a program one (1) hour or longer in length, the Company shall notify the Union of the acquisition of such rights at the time the employment contract is entered into.

3. Syndication rights and options (domestic, or foreign, or domestic and foreign, as the case may be) shall be negotiated as a separate item to be separately stated in the individual contract of employment.

4. An option hereunder must be exercised by the Company during a period in which the Company has exclusivity (exclusivity to the plot in the case of Episodic Series); otherwise the option shall lapse.

5. Syndication rights and options hereunder shall lapse if the original Single Use does not occur within the time period provided in this Agreement.

C. Duration of Syndication Rights

Commencing with the first syndication telecast of a recording of a program, the Company shall have exclusive syndication rights (domestic, foreign, or domestic and foreign, as the case may be) to the recording of such program for a period ending five (5) years after the delivery of the complete script for such program, and thereafter shall have non-exclusive syndication rights in the recording.

D. Restraints on Disposition

1. One Time Shows and Unit Series

With respect to material written by an Employee for a "One Time Show" program or a program in a "Unit Series", commencing with the date on which the Company acquired syndication rights or options therefor to the recording of such program, and so long as the Company has such options or syndication rights (except as modified in (a), (b), (c), (d) and (e) below) an Employee from whom the Company has acquired such options or syndication rights to the recording of such program, as provided in subparagraph B above, shall not have the right (notwithstanding anything contained in Article VIII of this Agreement) to sell, lease, license or otherwise dispose of live television rights, film television rights, radio rights, subscription television rights or theatre television rights in any material contained in the recording of such program for the period provided in (a), (b), (c) or (d) below (which period may not be extended), whichever is applicable, but shall thereafter have such right, unless restrained by the provisions of Article VIII, Paragraph A, of this Agreement:

(a) in the case of live television rights in material written for a program in excess of one (1) hour in length, until the expiration of a period of five (5) years after the date of first Single Use of the program, or until the expiration of a period of six (6) years from the date of delivery of the complete script for such program, whichever is earlier;

(b) in the case of all other live television rights, and in the case of theatre television rights, until the expiration of a period of three and one half (3 1/2) years after the date of first Single Use of the program, or until the expiration of a period of five (5) years from the date of delivery of the complete script for such program, whichever is earlier;

(c) in the case of radio rights, until the expiration of a period of three (3) years after the date of first Single Use of the program, or until the expiration of a period of four (4) years from the date of

delivery of the complete script for such program, whichever is earlier;

(d) in the case of film television rights, until the expiration of a period of five (5) years from the date of delivery of the complete script for such program;

(e) in the case of subscription television rights, until the expiration of a period of five (5) years from the date of delivery of the complete script for such program.

2. Episodic Series and Serials

With respect to material written by an Employee for a program in an "Episodic Series" or a "Serial", commencing with the date on which the Company acquires syndication rights or options therefor to the recording of such program, and (1) so long as the Company has such options or syndication rights or, (2) the expiration of a period of five (5) years from the date of delivery of the complete script for such program, whichever of the periods (1) or (2) above shall be the shorter, an Employee from whom the Company has acquired such options or syndication rights to the recording of such program, as provided in Paragraph B above, shall not have the right (notwithstanding anything contained in Article VIII of this Agreement) to sell, lease, license or otherwise dispose of live television rights, film television rights, radio rights, subscription television rights or theatre television rights in any material contained in the recording of such program, but shall thereafter have such right, unless restrained by the provisions of Article VIII of this Agreement.

E. Payment for Syndication Rights

1. Initial Payment

(a) For prime time dramatic programs, and for prime time once-a-week comedy variety programs - At the time of acquisition of domestic and/or foreign syndication rights, or the exercise of an option to acquire such rights, whichever is earlier, the Company shall pay to the Employee an amount sufficient to make up the difference (if any) between the agreed compensation for the Single Use and the applicable minimum under the 1966 WGA Television Film Freelance MBA (or its successor agreement then applicable) as provided in

Schedule A annexed hereto, or, if there is no such difference payable; then an amount representing twenty-five per cent (25%) of the applicable payment required upon the making of the first syndicated telecast, domestic and/or foreign as the case may be; the seventy-five per cent (75%) balance to be payable on commencement of such syndication.

(b) For other programs - At the time of acquisition of domestic and/or foreign syndication rights or the exercise of an option to acquire such rights, whichever is earlier, the Company shall pay to the Employee an amount representing fifteen per cent (15%) of the applicable payment required upon the making of the first syndicated telecast, domestic and/or foreign as the case may be; the eighty-five per cent (85%) balance to be payable on commencement of such syndication.

(c) Payment for the second run shall not be due until six (6) months after the commencement of the second run. However, if any telecast in the second run is on a network basis (exclusive of a regional network) payment therefor shall be due immediately after such telecast. Payments for the third and succeeding runs shall be due on the commencement of the run to which such payment applies.

2. Computation of Payment for Domestic Syndication

As used in this Paragraph E, "applicable film minimum" means

(a) for programs other than news and documentary programs, the applicable minimum compensation under the 1966 WGA Television Film Freelance MBA (or its successor agreement then applicable) or

(b) for news and documentary programs, the applicable minimum compensation under the 1968 WGA Documentary Freelance MBA.

In the event a program is telecast for more than one (1) run in the domestic syndication area, the Employee or Employees employed thereon and who are entitled to receive credit therefor shall be paid additional compensation in the aggregate which shall be not

less than the following percentages of the applicable film minimum:

For the second run - [illegible]% if such run includes the telecasting of such program over a television network, otherwise such payment shall be

40%

For the third run - 40% if such run includes the telecasting of such program over a television network, otherwise such payment shall be

30%

For the fourth run - 25%

For the fifth run - 25%

For the sixth and including all subsequent runs - 25%

If any run (including the first run) includes a Single Use or a Re-use as part of such run (such Single Use or Re-use occurring prior to local syndication as provided in A.2 above), then the total payment for such run shall be the applicable payment for such Single Use or Re-use or the applicable payment set forth in this Article, whichever is the greater.

3. Computation of Payments for Foreign Syndication

As used in this Paragraph 3, the term "Distributor's Foreign Gross" has the same meaning as in the 1966 WGA Television Film Freelance MBA (or its successor agreement then applicable).

(a) For foreign syndication telecasts of programs covered by this Agreement, including documentary programs but excluding news programs, the Employee or Employees employed thereon and who are entitled to receive credit therefor shall be paid additional compensation in the aggregate which shall be not less than the following amounts expressed in percentages of the same base (i.e., the applicable film minimum under the 1966 WGA Television Film Freelance MBA (or its successor agreement then applicable) or the 1968 WGA Documentary Film Freelance MBA) as that used in computing payments for domestic syndication:

(i) 15%, payable not later than six (6) months after the first foreign telecast;

(ii) an additional 5%, payable not later than thirty (30) days after the "Distributor's Foreign Gross" of any such television program has exceeded $6000, or $12,000 if such program is one hour or more in length;

(iii) an additional 5% payable not later than thirty (30) days after the "Distributor's Foreign Gross" of any such television program has exceeded $8000, or $16,000 if such program is one hour or more in length;

After Employee or Employees have received a total of 25% of the applicable minimum compensation with respect to any television program, no further sum shall be payable for foreign telecasting of such television program.

(b) For foreign syndication telecasts of news programs, the Employee or Employees employed thereon and who are entitled to receive credit therefor shall be paid additional compensation in the aggregate which shall be not less than the following amounts expressed in percentages of the same base (i.e., the applicable film minimum under the 1966 WGA Documentary Film Freelance MBA) as that used in computing payments for domestic syndication:

(i) 3% payable not later than six (6) months after the first foreign telecast;

(ii) an additional 4% payable not later than thirty (30) days after the "Distributor's Foreign Gross" of any such television program has exceeded $6000, or $12,000 if such program is one hour or more in length;

(iii) an additional 2% payable not later than thirty (30) days after the "Distributor's Foreign Gross" of any such television program has exceeded $8000, or $16,000 if such program is one hour or more in length;

After Employee or Employees have received a total of 7% of the applicable minimum compensation with respect to any television program, no further sum shall be payable for foreign telecasting of such television program.

5. Application of Excess

The Company, at its option, may make any part or all of the payments provided for in this Article at the time of employment or at any time prior to the time the same is due (but only if the individual contract of employment so provides); provided that only that part (if any) of an Employee's initial compensation which exceeds twice the applicable minimum compensation for the Single Use may be applied against syndication payments. If an Employee's individual employment contract contains a provision giving such Employee a percentage or other participation in the receipts, revenues or profits of a television program, such payment may be credited against the minimum additional compensation for syndicated telecasts, but the Employee, in any event, shall be entitled to be paid not less than such minimum additional compensation for syndicated telecasts, and any payment on account thereof shall likewise be credited against such participation; provided that amounts received by Employee as a percentage or other participation in the receipts,

revenues or profits [illegible] the television program may not be credited [illegible] minimum additional compensation for [illegible] telecasts until the Employee has received [illegible] compensation from all sources an amount equal to twice the applicable minimum compensation.

F. Ownership of Physical Recording

Nothing contained in this Article VI shall be deemed to give to an Employee any rights to the physical recording of a program.

ARTICLE VII - EXCLUSIVITY OF SERVICES AND TERM FREELANCE WRITERS

A. Exclusivity of Writing Services

Except as hereinafter provided in this Paragraph A of Article VII, the Company shall not have the right to negotiate for exclusivity (whether complete, partial, minimal or restricted) of the writing services of a Freelance Writer or for covenants not to compete. In all instances other than as hereinafter set forth in this Article the writing services of each Freelance Writer shall be on a non-exclusive basis.

1. If a Term Freelance Writer is employed pursuant to Paragraph F of this Article VII, under a contract calling for a term of at least twenty-six (26) weeks of continuous employment, the Company may negotiate for complete exclusivity of his professional services as a writer, which contract may include provisions that the Employee, during said term of his employment, will furnish his services solely to the Company and will not:

   a. furnish his services or literary works to any other person, firm or corporation for any purpose whatsoever; or

b. authorize the use of his name, likeness or endorsement in connection with his professional activities except pursuant to commitments entered into by the Employee prior to his entering said contract with the Company, which commitments relate to services rendered or literary works written by the Employee prior to the commencement of the term of said contract with the Company.

2. If a Term Freelance Writer is employed under a contract calling for any number of continuous weeks of employment provided for under Paragraph B of this Article VII, the Company may negotiate with such Employee for exclusivity of his professional services as a writer in broadcasting, which contract may include provisions that the Employee will not during said term of his employment

a. furnish his services or literary works to any other person, firm or corporation for any purpose whatsoever in radio or television; or

b. authorize the use of his name, likeness or endorsement on behalf of any sponsor who is competitive to any sponsor of the initial network broadcast of any television program containing material furnished by the Employee under said contract with the Company.

3. If a Term Freelance Writer is employed under a contract calling for any number of weeks of continuous employment provided for under Paragraph B of this Article VII to furnish material for a television program and such program is considered by the Company to be special and unique and will not receive its initial network broadcast during the term of the Employee's guaranteed employment, the Company may negotiate for a covenant pursuant to which the Employee will not either:

a. knowingly furnish his services, material, or "literary material" (as defined in the WGA Film Agreement) for: or

b. authorize the use of his name or likeness to be used in connection with

a television program to be broadcast on the same date on behalf of a sponsor competitive to a sponsor of such initial network broadcast, it being understood that such covenant shall not be effective

(1) except with respect to and on the date of such initial network broadcast in regard to such competing sponsor only and

(2) unless and until the Company has given the Employee written notice of the date of such initial network broadcast and the sponsor thereof; provided that such notice may not be given later than six months after the expiration of said term of the Employee's guaranteed employment or earlier than thirty (30) days prior to the date of such initial network broadcast;

it being further understood that such covenant shall be subject to any commitment made by the Employee prior to his receipt of such notice.

4. If a Freelance Writer is employed to furnish material for a single television program of at least ninety (90) minutes in length and is guaranteed at least twice the applicable Single Use Minimum, the Company may negotiate with such Employee for exclusivity of his professional services as a writer in broadcasting only for a term which will not exceed thirteen (13) weeks in length for each such employment. When so exclusive, the Employee will not during said term of his employment

a. furnish his services or literary works to any other person, firm or corporation for any purpose whatsoever in radio or television; or

b. authorize the use of his name, likeness or endorsement on behalf of any sponsor who is competitive to any sponsor of the initial network broadcast of any television program containing material furnished by the Employee under said contract with the Company.

5. In individual cases where the Employee's name has marquee value and where the Company's intent is to exploit the name of such Employee in connection with his material, the Company may negotiate to include in such Employee's contract of employment a covenant providing that such Employee during such period or periods as may be agreed upon between the Company and the Employee will not

a. furnish his services or literary works to any other person, firm or corporation for any purpose whatsoever in radio or television, or

b. authorize the use of his name or likeness on behalf of any sponsor or sponsors who are competitive to any sponsor or sponsors of the initial network broadcasts of the television program or programs.

For purpose of illustration, a few examples of names having marquee value are: Kathleen Norris, Paddy Chayefsky,

Ernest Hemingway, Erle Stanley Gardner, George Axelrod, Ogden Nash and John VanDruten.

6. Nothing in this Agreement shall be deemed to permit any Employee to engage in any activity which would interfere with the performance of any of his obligations under his contract of employment.

B. Methods of Employment of Term Freelance Writers

A Term Freelance Writer shall be any Freelance Writer engaged to prepare material by the Company under the per-week method of employment hereinafter provided for in this Paragraph B.

Per Week Basis. A Term Freelance Writer may be engaged on a per-week basis for a guaranteed minimum number of consecutive weeks of employment in accordance with Column I below, for the corresponding guaranteed minimum compensation per week specified in Column II below.

I Consecutive Weeks of Employment	II Minimum Weekly Compensation 10/1/68	10/1/70
52 weeks	$335.00 per week	$385.00 per week
26 weeks	$365.00 per week	$420.00 per week
13 weeks	$396.00 per week	$457.00 per week
6 weeks	$426.00 per week	$490.00 per week

The contract covering such per week employment shall not require the Employee to write a specified amount of material during the period of his employment, it being understood, however, that the Company may assign such Employee to write such amount of material as it may elect. In no event shall such an Employee employed on a per week basis receive less than the total applicable minimum compensation as set forth in the applicable WGA-MBA to which he would have been entitled had he been employed on a single program basis, i.e., at the end of each individual guaranteed period of employment the Company shall compute the total minimum aggregate compensation to which the Employee would have been entitled under the applicable WGA-MBA on the basis of the individual outlines, sketches, lyrics unaccompanied by music, scripts, stories, telescripts or stories and telescripts with respect to which the writer has rendered services during such guaranteed period of employment and shall deduct therefrom the total compensation received by the writer during such guaranteed

period. If the amount so computed shall exceed the amount theretofore paid to the Employee while employed on a per week basis, the Company shall, within eleven (11) days from expiration of said guaranteed period of employment pay the amount of such excess to the Employee. Any dispute between the Company and the Union or the Company and the Employee as to the amount of compensation payable may be submitted to arbitration as provided for in the applicable WGA-MBA. Further, all the provisions of the applicable WGA-MBA to the extent the same are applicable shall apply to such per week employment, including but not limited to the provisions relating to the application of an Employee's compensation in excess of minimum, re-run payments, theatrical release payments, separation of rights and the like.

It is understood that the Company may engage an Employee pursuant to such per week method of employment to write both material and/or "literary material" as the latter term is defined in the WGA-Network Documentary Television Film Freelance Minimum Basic Agreement, and in such event the WGA-Network Documentary Television Film Freelance Minimum Basic Agreement shall control with respect to any such "literary material".

C. Program Ideas of Term Freelance Writers

1. Conditions. Where the Company in good faith desires an Employee to create ideas for new television program series, it is agreed that the Company may employ any Term Freelance Writer to perform services which include the creation of such ideas for new television program series and may negotiate freely with such Employee at the time of his employment, or thereafter, to obtain any or all rights in and uses of any such ideas, including but not limited to, with respect to Unit Series, the series title, format and identifying devices and with respect to Episodic Series and Serials, the series title, format, identifying devices, main characters and characterizations, general story line and locale; provided that the contract covering such employment must provide:

a. for a term of at least twenty-six (26) weeks of continuous employment for the Employee with each additional period of employment, if any, thereunder to be at least twenty-six (26) continuous weeks in length, and

b. that any new television program series idea which is solely created by such Employee (or by two or more such Employees whether or not they are employed as a team) for the Company shall, in order to be subject to this Agreement, be presented to the Company in the written form of either

(1) a delineation of the proposed format, theme, main characters and characterizations of such new television program series plus an outline of the plot of at least one (1) program of the series sufficiently detailed to make clear the delineation of the main character and characterizations; or

(2) an outline or a script as such terms are defined in this Agreement or a story or teleplay as such terms are defined in the WGA Film Agreement;

c. that the Employee shall not be required, without his consent, to write a script for an audition of a live television series or a teleplay for the pilot of a television film series unless

(1) with respect to a live television series, the Company has supplied the Employee with all of the non-extricable material, or with respect to a film television series, such series is an "established episodic series" or "established serial" (as such terms are defined in the WGA Film Agreement), or

(2) the Employee claims under subparagraph b above to have solely created such television series, or

(3) the Employee was assigned by the Company to solely create the idea for such television series, or

(4) such television series evolved from ideas submitted at a bona fide program conference attended by the Employee.

The Company agrees it will not require any such Employee to prepare or present any idea which he has created for a new series in a form other than as specified above. An Employee submitting an idea in the form described in subparagraph b above shall note thereon his claim to sole creation of such idea, and if the Company wishes to dispute the Employee's statement to this effect by contending that any substantial element thereof was contributed by any other person in the employ of the Company, in a story conference or otherwise, it must do so within one (1) month after such submission. It is understood that any dispute between the Company and the Employee with respect to the immediately preceding sentence may be submitted to arbitration as elsewhere provided for under this Agreement.

2. Payment. With respect to any television program series, the idea for which is solely created by a Term Freelance Writer pursuant to Paragraph C.1.b. of this Article VII, the Company (or its assignee, licensee or successor in interest) shall pay such Employee the minimum broadcast royalties and non-broadcast net proceeds as are hereinafter provided for in this Paragraph C. Where the television program series idea is so created by two or more

Employees (whether or not they are employed as a team) such broadcast royalties and non-broadcast net proceeds shall be divided among them according to a written statement furnished by such Employees to the Company which sets forth the pro-rata share of such royalties and proceeds to which each is entitled. In the event of a dispute or if the Employees are unable to agree as to the appropriate division to be made of such royalties or net proceeds as among them, the Company may deposit such royalties and/or net proceeds with the Union and the Union will determine and make the appropriate pro-rata payments to the appropriate Employees. It is specifically understood and agreed that the Company shall not be obligated to make any payment whatsoever under this Paragraph C with respect to any program series the idea for which is not solely created by a Term Freelance Writer (or by two or more Term Freelance Writers) pursuant to the procedures set forth in Paragraph C.1.b. above. Accordingly, nothing in this Article VII shall be deemed to prevent the Company, without any obligation to the Employee, from exercising any legal right which it derived or derives from the public domain or from any source whatsoever other than the Employee. It is further understood and agreed that nothing in this Article VII shall be deemed to enlarge upon or change the definition of "material" as defined elsewhere in this Agreement, or to enlarge upon or change the scope of said material.

3. Broadcast Royalties. With respect to each such television program series, the idea for which was solely created by such Term Freelance Writer, which is broadcast by the Company or the latter's assignee, licensee, or successor in interest, such Employee shall be paid the following minimum royalties by the Company, or said assignee, licensee, or successor in interest for the production and broadcast of each episode (or in the case of multiple times per week programs, for the production and broadcast of each weekly unit of programs of any nature prepared for initial use withi none (1) week:

a. as a live television program

for the first "Single Use", the sum of $225.00,

for the first "reuse", the sum of $100.00,

for the second "reuse", the sum of $100.00,

for the third "reuse", the sum of $75.00,

for the fourth and each succeeding "reuse", the sum of $50.00 per "reuse".

b. as a television film

for the first run (as hereinafter defined) the sum of $225.00,

for the second run, 35% of such sum (i.e., $78.75),

for the third run, 30% of such sum (i.e., $67.50),

for the fourth run, 25% of such sum (i.e., $56.25),

for the fifth run, 25% of such sum (i.e., $56.25),

for the sixth and all succeeding runs combined, a single payment of 25% of such sum (i.e., $56.25).

A television film which has been telecast not more than once in any city in the United States or Canada is in its first run. A television film which has been telecast more than once but not more than twice in any city in the United States or Canada is in its second run. A similar test applies in determining when a television film is in its third and succeeding runs.

c. as a prerecorded radio program

for the first run (as hereinafter defined), the sum of $112.50,

for the second run, 35% of such sum (i.e., $39.38),

for the third run, 30% of such sum (i.e., $33.75),

for the fourth run, 25% of such sum (i.e., $28.13),

for the fifth run, 25% of such sum (i.e., $28.13),

for the sixth and all succeeding runs combined, a single payment of 25% of such sum (i.e., $28.13).

A prerecorded radio program which has been broadcast not more than once in any city in the United States or Canada is in its first run. A prerecorded radio program which has been broadcast more than once but not more than twice in any city in the United States or Canada is in its second run. A similar test applies in determining if a prerecorded radio program is in its third or succeeding runs.

d. as a live radio program

for the first "Single Use" (as defined in Paragraph E. Article II of the WGA Radio Freelance MBA), the sum of $112.50;

for the first "reuse" (as defined in Paragraph F, Article II of the WGA Radio Freelance MBA), the sum of $50.00;

for the second "reuse," the sum of $50.00;

for the third "reuse," the sum of $37.50;

for the fourth and each succeeding "reuse," the sum of $25.00 per "reuse."

The royalty for each run, single use or reuse of a television or radio program shall be payable within eleven (11) days after commencement of such run, single use or reuse.

4. Non-Broadcast - Net proceeds. With respect to each such television program series the idea for which was solely created by such Employee, such Employee shall be paid by the Company at least twenty-five per cent (25%) of the "net proceeds" (as hereinafter defined) derived from the uses and/or dispositions of the "non-broadcast rights" (as hereinafter defined) in such program series, excepting, however, each use or disposition for which such Employee receives a share of net proceeds pursuant to the next following sentence. If at any time after initial production at least three consecutive years elapse in which there occurs neither

a. any radio or television broadcasts; nor

b. any use or disposition of the non-broadcast rights

of such television program series and thereafter there occurs a use or disposition of a non-broadcast right in such television program series and such use or disposition is directly attributable to the substantial creative and/or sales efforts of such Employee (excepting his original creation of the series), then such Employee shall receive at least forty per cent (40%) of the net proceeds received by the Company from each such use or disposition, with the net proceeds to be computed separately with regard to each such use or disposition.

The "non-broadcast" rights in a program series shall mean any type of exploitation of the program series itself and/or of any elements of such program series (excepting

any such elements as are added to the series after its initial broadcast) which occur in any fields or media other than radio or television. The term "net proceeds" shall mean either (x) the gross amount received by the Company or the Employee, as the case may be, from any use of such non-broadcast rights less all costs, expenses and commissions directly attributable to the preparation for, and the making of, such use, but excluding any allocated overhead; or (y) the gross amount received by the Company or the Employee, as the case may be, from any sale or other disposition of such non-broadcast rights less, in the case of the Company, all royalties and other amounts which the Company is obligated to pay by virtue of contractual commitments made in connection with the acquisition of the underlying material and all commissions which the Company is obligated to pay in connection with the sale or other disposition of such non-broadcast rights, or, in the case of such Employee, all commissions which such Employee is obligated to pay in connection with the sale or other disposition of such non-broadcast rights. (The commissions referred to in this subdivision (y) shall not exceed ten (10) per cent of such gross amount in each instance except with respect to customary commissions paid for the sale or other dispositions of merchandising rights)

5. Reversionary and Other Rights

a. If the Company has not commenced broadcasting of a television program series based on material created by the Employee within three (3) years from date of delivery of such material (as described in subclause b(1) or b(2) of this Paragraph C) or eighteen (18) months after the termination of the Employee's services with the Company, whichever is later, then the Company's rights in such material shall terminate and all its rights therein shall revert to the Employee for his sole benefit and use except that following any termination and reversion of the Company's rights as hereinabove provided, the Company shall have the same monetary right of participation in the uses and dispositions of non-broadcast rights in such material as the Employee may enjoy under subparagraph 4 of this Paragraph C with respect to the Company's exploitation of non-broadcast rights during any period when the Company has the right of exploitation, and in addition the Company shall receive twenty-five (25%) per cent of the net proceeds received by the Employee for any broadcasting of the material for which, if such broadcasting were done by the Company, such Employee would receive royalties under subpara-

graph 3 of this Paragraph C. It is understood, however, that if at the time such rights would otherwise revert to the Employee, the Company is "actively engaged" (as hereinafter defined) in developing a television series based on such material, then the Company's right to exploit such material shall be extended for another year. In any event, however, the Company's right to exploit such material shall not expire until at least two (2) years after the completion of any pilot film or audition based on such material completed during any of the periods set forth above. The Company shall be deemed to be actively engaged in the development of such material into a television program series if for a reasonable period of time immediately prior to the date on which such termination and reversion of rights would otherwise occur it has one or more persons assigned to such development who devote an amount of time which in the aggregate is at least the equivalent of one person's fulltime employment, or if the Company is engaged in any other activities in which Company has a commitment for a substantial outlay of money in connection with such series which manifest a good faith intention on the part of the Company to develop such material into a television program series.

b. During any period when the Company has the right to exploit the non-broadcast rights of a television program series the idea for which was solely created by a Term Freelance Writer, it shall give good faith consideration to any suggestions by such Employee as to any use, disposition or creative changes to be made to enhance the commercial value of such non-broadcast rights in such program series, it being understood, however, the Company shall make the ultimate determination as to any use, disposition or creative change to be made with respect to such non-broadcast rights.

c. Despite anything contained in this Article VII or elsewhere in this Agreement, and regardless of the form in which ideas for program series are submitted by a Term Freelance Writer under subparagraph 1 of this Paragraph C, such ideas and all material in which any such ideas are submitted shall be classified under this Agreement as non-extricable material furnished by the Company except for the following specified elements contained in the script for the individual program so submitted: dialogue, plot, subtitle, and such original minor characters as meet all the conditions and qualifications of Article VIII,

Paragraph C of this Agreement and only to the extent provided therein. It is understood, however, that all material which any such Employee writes for programs in a television program series subsequent to the audition or pilot of such series shall in all respects be subject to this Agreement or the WGA Film Agreement, whichever is applicable, as though the Employee were writing material for an established series or serial in which the Company had full rights of ownership in all non-extricable material previously furnished for such series. The preceding sentence shall be applicable irrespective of whether or not the Employee furnished writing services on such audition or pilot and irrespective of whether or not the Company acquired the program idea for such series under its contract of employment with said Employee.

ARTICLE VIII - RIGHTS IN MATERIAL

A. Rights in Material

1. Subject to the following provisions, as well as all of the terms and conditions of this Agreement, the Employee shall have the right to use or permit the use of Extricable Material or any element(s) thereof as defined in Article II, Paragraph B.3. for any purpose and at any time.

2. As a condition of employment of a writer hereunder, the Company may negotiate to acquire the rights with respect to "Extricable Material" set forth elsewhere in this Agreement, such as "Single Use" (including "Incidental Uses"), "Re-use," "Exclusivity," "Foreign Supplementary Coverage," "domestic syndication," "foreign syndication," "characters in Episodic Series" and "Subsidiary Uses," all subject to such limitations and conditions as are contained in this Article and elsewhere in this Agreement.

3. Serials. With respect to Serials, the Employee shall not use or permit the use of the material or any element thereof, during the time in which the Company has the right to exclusivity, in television, (including closed circuit television, theatre television, and the like), radio, motion pictures, or for recording or transcription for transmission by radio and/or television; and during said period, the Employee will not sell, lease, license or otherwise dispose of any recording or transcription rights without specifically including a provision prohibiting the use of such recording or transcription in radio and/or television (including closed circuit television, theatre television, and the like), and/or motion

pictures. In addition, with respect to material or any element thereof acquired for a Serial, the Employee shall not use or permit the use of said material or any element thereof:

a. On the living stage or for recording of commercial home phonograph records during the time in which the Company has the right to exclusivity with respect to said material or that element(s) thereof which the Employee intends so to use (as the case may be); or

b. In printed publication form until one year after the Company's original broadcast of said material or until the Company's right to exclusivity with respect to said material or that element(s) thereof which the Employee intends so to use (as the case may be) has expired, whichever is earlier.

4. One Time Shows, Unit Series and Episodic Series. The Employee shall not use or permit the use of the material or any element thereof during the time in which the Company has the right to exclusivity:

a. In television (including closed circuit television, theatre television and the like) or for recording or transcription for transmission by television, and during said period the Employee will not sell, lease, license or otherwise dispose of any recording or transcription rights without specifically including a provision prohibiting the use of such recording or transcription in television (including closed circuit television, theatre television and the like), or the use of such recording or transcription in radio and/or motion pictures, except as hereinafter permitted as to radio or motion picture uses.

b. In radio or motion pictures until, in the case of Unit Series and One Time Shows the sooner of expiration of exclusivity or two (2) years after the original broadcast of the script; and in the case of Episodic Series, the sooner of expiration of exclusivity in the plot or three (3) years after the original broadcast of the script; except that

(1) If the Company in good faith intends to re-use the script at any time while it has exclusivity and gives to the writer or his agent not more than six (6) months' notice of its intention to re-use the script, stating the approximate date of re-use, then even though the two or three-year period, as the case may be, has expired

there shall be no radio or motion picture use until after such broadcast, unless

(a) at the time the Company gives such notice, the Employee has made, or is in bona fide negotiation for an inconsistent commitment with respect to his rights in such material, and

(b) within seven (7) days after receipt of such notice by the Employee, the Employee shall give notice to the Company of such commitment or negotiations, and

(c) within thirty (30) days after receipt of such notice by the Employee, the Employee enters into a written agreement embodying such commitment; and

(2) Nothing herein shall be deemed to permit radio or motion picture use of an extensively used character or characters in an Episodic Series where such character or characters are extricable material so long as the Company has exclusivity therein; and

(3) Notwithstanding anything in the above, before any Employee makes any commitment, pursuant to the above, for the motion picture use of covered material before the Company's exclusivity therein has expired, the Employee shall give the Company written notice of such offer and the terms and conditions thereof, which notice shall contain an offer by the Employee to contract with the Company with respect thereto on terms and conditions not more favorable to Employee than those contained in such bona fide firm offer, and the Company shall have a period of seven (7) days from the receipt of such notice in which to accept the offer contained therein; provided, however, that if such notice is received by the Company on a Saturday, Sunday, or holiday, such seven (7) day period shall commence on the next business day thereafter.

c. In addition, with respect to material or any element thereof acquired for

(1) a One Time Show or Unit Series, the Employee shall not use or permit the use thereof for any other purpose until after the Company's original

broadcast thereof or until the Company's right to exclusivity therein has expired, whichever is earlier;

(2) an Episodic Series, the Employee shall not use or permit the use of said material or any element thereof:

(a) on the living stage until one year after the Company's original broadcast of said material or until the Company's right to exclusivity with respect to said material or that element(s) thereof which the Employee intends so to use (as the case may be) has expired, whichever is earlier, except that where extensively used character or characters are extricable, such character or characters may not be used until the expiration of the Company's exclusivity therein; or

(b) for recording of commercial home phonograph records during the time in which the Company has the right to exclusivity with respect to said material or that element(s) thereof which the Employee intends so to use (as the case may be); or

(c) in printed publication form until after the Company's original broadcast thereof or until the Company's right to exclusivity therein has expired, whichever is earlier.

5. Anything in this Article to the contrary notwithstanding the Employee may use or permit the use of material in any way to which the Company consents.

6. With respect to Episodic Series and Serials, the Company shall have the right to sell or otherwise dispose of Subsidiary Uses of Extricable Material in conjunction with rights possessed by the Company in the Series or Serial as a whole, if such disposition is made while the Company has exclusivity with respect to all the elements of the Extricable Material in each script involved in the transaction. In the event that the Company sells or otherwise disposes of Subsidiary Uses of Extricable Material, as above provided, there shall be included in each copy of the material so sold or disposed of, the usual notice of copyright in the name of the Company or its licensee(s).

7. Notwithstanding anything to the contrary contained in this Article VIII or elsewhere in this Agreement, the Company, as part of its original negotiation for the services of a writer as an Employee hereunder to perform writing services for a "Special Program," if the compensation payable

to the Employee for a Single Use of his material is at least five (5) times the applicable "Single Use" minimum, may negotiate through the Union's Paid Negotiator to acquire rights to specific Subsidiary Uses of such script. With respect to programs sixty (60) minutes or longer in length, the applicalle "Single Use" minimum for the purpose of computations under this Paragraph 7 shall be the lower of the two applicable minimums set forth in Article XI, paragraph A.1.a. In the event that the Company obtains any such Subsidiary Uses, their subsequent disposition or sale by the Company shall not be subject to the provisions of this Agreement otherwise applicable to the disposition or sale of Subsidiary Uses.

8. In the event that material which under Article II Paragraph B.3. is excluded from "Extricable Material" is owned by the Employee, then the provisions of this Agreement shall not apply to such material owned by the Employee and accordingly shall not impair his rights therein. In the event that material which, under Article II, Paragraph B.3. is included in "Extricable Material" is furnished by the Company, then the provisions of this Agreement shall not apply to such material furnished by the Company and accordingly shall not impair its rights therein.

9. Except as provided in subparagraphs 6 and 7 of this Article VIII, Paragraph A, the Company shall not have the right to sell or otherwise dispose of Subsidiary Uses of Extricable Material furnished by the Employee.

B. Income From Sale or Disposition of Subsidiary Uses

1. In the event of any sale or other disposition of "Subsidiary Uses" in material other than "Extricable Material" all income therefrom shall belong to the Company subject however, to the provisions of subparagraph 8 of Paragraph A of this Article VIII.

2. The provisions for division of income from Subsidiary Uses as hereinafter provided shall not apply to the disposition of a specific Subsidiary Use(s) acquired by the Company in accordance with the provisions of subparagraph 7, Paragraph A of this Article VIII.

3. In the event of any sale or other disposition of "Subsidiary Uses" in "Extricable Material" all income derived therefrom shall belong to the Employee except in the following instances:

   a. With respect to One Time Shows and Unit Series, the income from the sale or other disposition of Subsidiary

Uses in Extricable Material for radio (if disposition is made to anyone other than the Company), motion pictures, stage plays (other than amateur and non "first-class productions"), book publications and publication in magazines or newspapers as a novel (which for the purposss of this paragraph shall be deemed to include non-fiction) or in serial form, shall be divided as follows:

(1) If such disposition is made during the original period of the Company's exclusivity and after the initial use but prior to re-use, ten per cent (10%) to the Company and ninety per cent (90%) to the Employee.

(2) If such disposition is made after one re-use and while the Company has exclusivity, fifteen per cent (15%) to the Company and eighty-five per cent (85%) to the Employee.

(3) If such disposition is made after two or more re-uses and while the Company has exclusivity, twenty-five per cent (25%) to the Company and seventy-five per cent (75%) to the Employee.

b. With respect to Episodic Series:

(1) Where the Employee is guaranteed employment by the Company for not less than ten (10) scripts on a series during a period of one year, the Company shall be entitled to receive fifty per cent (50%) of all income from the sale or other disposition of any Subsidiary Use of Extricable Material if such disposition is made while the Company has exclusivity or within five (5) years thereafter, and the Employee fifty per cent (50%) thereof.

Where the same program is broadcast regularly but under more than one title, it shall be considered as one series hereunder.

(2) Where the Employee is not guaranteed employment by the Company for at least ten (10) scripts on a series during a period of one year, the Company shall be entitled to receive twenty-five per cent (25%) of all income from the sale or other disposition of any Subsidiary Uses of Extricable Material if such disposition is made while the Company has exclusivity and the Employee seventy-five per cent (75%) thereof.

c. With respect to serials, if such disposition is made while the Company has exclusivity or within five (5) years thereafter, the Company shall be entitled to receive fifty per cent (50%) and the Employee fifty per cent (50%).

d. With respect to Episodic Series and Serials, if the Company shall sell or otherwise dispose of Subsidiary Uses of Extricable Material under the provisions of Article VIII, Subparagraph 6, Paragraph A:

(1) If the amounts applicable to all elements other than the Extricable Material and to the Extricable Material are not separately stated,

(a) In the case of Episodic Series, the total amount received shall be allocated fifty per cent (50%) to the material other than the Extricable Material and fifty per cent (50%) to the Extricable Material;

(b) In the case of Serials, the total amount received shall be allocated sixty-five per cent (65%) to the material other than the Extricable Material and thirty-five per cent (35%) to the Extricable Material.

(2) If the amounts applicable to all elements other than the Extricable Material and to the Extricable Material are separately stated, the consent of the Employee(s) shall be required as to the amount specified as being for Extricable Material, unless such amount is at least fifty per cent (50%) of the total amount in the case of Episodic Series or thirty-five per cent (35%) in the case of Serials. Where more than one Employee is involved, the required consent may be given by the Employees only as a unit, after notice to each Employee. Within said unit, there shall be one vote for each script and a majority of the votes shall prevail.

(3) Upon the sale or other disposition of Subsidiary Uses under this paragraph the income allocated to the Extricable Material shall be paid to the Employee or Employees as follows:

(a) Where the scripts involved have been written by more than one Employee, such compensation shall be allocated as among the

Employees involved on the basis of the number of scripts written by each in proportion to the total number of scripts involved.

(b) When the material involved has been written by more than one Employee and part or all of such material consists of self-contained portions of scripts (e.g., sketches or lyrics) there shall be an allocation of such compensation among the Employees involved on the basis of the proportion that the original compensation paid each such Employee sharing in such compensation allocated to such script bears to the total original compensation paid in connection with such script.

Before making payment of such compensation to any such Employee, the Company shall be entitled to deduct from the amount allocated to the Extricable Material furnished by such Employee the difference between the amount allocated to the material furnished by such Employee and the amount represented by the applicable percentage thereof as set forth in paragraphs a, b, and c above.

e. If the Employee is not separately compensated for writing services in adapting the material for the Subsidiary Use, the income from such Subsidiary Use shall be allocated on the basis of fifty per cent (50%) for writing services and fifty per cent (50%) for the right to use the material; the Employee shall retain one hundred per cent (100%) of the amount allocated to writing services plus the amount represented by the applicable percentage of the amount allocated for the right to use the material as is set forth in paragraphs a, b, and c above.

f. In any event, the Employee shall retain one hundred per cent (100%) of the income from the sale or other disposition of Subsidiary Uses of Extricable Material unless the material has been broadcast prior to such disposition.

C. Characters for Episodic Series and Serials

1. In the case of Episodic Series and Serials, characters and characterizations shall be Extricable Material only if the following conditions are met:

a. Each such character (which shall include the characterization) is, as between the Company and the Employee, essentially the sole original creation of the Employee and is written into the material for an Episodic Series or Serial, as the case may be.

b. Each such character (as set forth in subdivision a. above) is distinctive and identifiable in the sense that it embodies a combination of characteristics which as a whole is not common to and therefore sets it apart from any other character as a whole.

A character used by the Company shall not be deemed to be the character originally created by the Employee if the character so used by the Company in good faith embodies one or more essential characteristics not embodied in the character originally created by the Employee, or in good faith does not embody one or more essential characteristics embodied in the character originally created by the Employee, and which addition or deletion creates a significant personality change in such character.

c. No later than the time at which the Employee delivers the material written by him for the series or serial, as the case may be, and in which the character is introduced, he must have submitted, in writing, to the Company a detailed characterization of any character which he claims to be his original creation, as aforesaid, including the interplay between that character and other characters in the series or serial.

d. In the case of Serials, unless such character is extracted, as hereinafter provided, the Employee shall have no rights whatever in such character.

And the Employee shall be entitled to Minimum Contingent Compensation with respect to such character and characterization as set forth in Article XI B.6. of this Agreement. The word character, where used in connection with Episodic Series or Serials, shall be deemed to include characterization but not character name.

D. Rewrites and Polishes and Extensive Revisions

An Employee who performs a rewrite or polish or extensive revision of material written by another Employee shall have no ownership interest therein or any other rights in said material.

ARTICLE IX - THIRD PARTY OWNERSHIP

In any case where the Employee is employed to make an adaptation of a property, the owner of which is someone other than the Company or some third party controlled by it, the Employee's interest in the television script shall be subject to the rights retained by the owner of the material so to be adapted for television purposes, but nothing herein contained shall be deemed to give the Employee any rights in the underlying property which he would not otherwise have, irrespective of who owns the underlying property. It is the declared intention of the Company to prevent ownership in the television script from vesting in the owner of the underlying property. However, nothing herein shall limit the Company in making whatever reasonable arrangements may be necessary in order to obtain the right to adapt such material, such as acquiescing in the demand of an owner of such material that full legal ownership in the television script shall vest in such owner.

In any case, the Company, before employing an Employee to make such adaptation, shall inform the Employee of the rights so reserved by or granted to the owner of the property, and the employment contract shall specify the rights so reserved or granted.

Nothing herein contained shall preclude the Employee from making a separate agreement with the aforesaid third party owner with respect to rights in such adaptation acquired by the third party owner, upon terms and conditions mutually satisfactory to such owner and the Employee.

ARTICLE X - PERIODS OF EXCLUSIVITY

A. One Time Shows and Unit Series. In the case of One Time Shows and Unit Series, and subject (i) to the provisions of Article XI, Paragraph B. 3., with respect to additional exclusivity, and (ii) in the case of "Special Programs" to the provisions of Paragraph E. of this Article X, the Company shall acquire exclusivity for an original period commencing with the date of the agreement with the Employee and ending fifty-two (52) weeks after the date of delivery of the script; provided, however, that if the Company has not broadcast the script within twenty-six (26) weeks after the date of delivery of the script, the Company's right to broadcast said script and all its rights to exclusivity shall terminate.

If, in the case of programs thirty (30) minutes or longer in length, the Company pays not less than the higher of the two applicable minimums set forth in Article XI, Paragraph A.1.a. or Paragraph A.1.k., for the "Single Use" intended, then the

Company shall have fifty-two (52) weeks after the date of delivery of the script within which to broadcast said script instead of the twenty-six (26) week period after the date of delivery of the script as provided in the preceding paragraph.

B. Episodic Series. In the case of Episodic Series, the Company shall acquire exclusivity for the period commencing with the date of the agreement with the Employee and ending when no broadcast of the programs in that series has occurred for a period of twenty-six (26) consecutive weeks and either

1. no agreement is in existence at the end of such twenty-six (26) week period under which the Company may be required to resume such broadcasts within the next succeeding twenty-six (26) week period (upon request, the Company will inform the Employee whether or not such a contract is in existence), or

2. the Company has not notified the Employee within a period of twenty-six (26) weeks after the last broadcast of the program that the program will resume broadcasting not later than twenty-six (26) weeks after the end of the first twenty-six (26) week period;

provided, however, that if the Company has not broadcast the script within twenty-six (26) weeks after the date of delivery of the script, or if the Company does not resume broadcasting pursuant to provision 1. of this paragraph or fails to resume broadcasting within the period specified in 2. of this paragraph, the Company's right to broadcast said script and all its rights of exclusivity shall terminate. Unless the Company has acquired additional periods of exclusivity under the provisions of Paragraph B. 4. of Article XI, the Company's right to broadcast the plot shall terminate at the end of one hundred and four (104) weeks following the date of delivery of the script.

If, in the case of programs thirty (30) minutes or longer in length, the Company pays not less than the higher of the two applicable minimums set forth in Article XI, Paragraph A.1.a. or Paragraph A.1.k., for the "Single Use" intended, then the Company shall have fifty-two (52) weeks after the date of delivery of the script within which to broadcast said script instead of the twenty-six (26) week period after the date of delivery of the script as provided in the preceding paragraph.

When the Company's right of exclusivity to the material, other than plot, expires, its right to broadcast the dialogue elements

and the sub-title contributed by the Employee and all rights of exclusivity therein shall terminate.

C. If, at the time the Company makes a commitment to an Employee for a script, the program series for which such script is written is not on the air nor definitely scheduled therefor and if the twenty-six (26) week period set forth in Paragraph A or B above is applicable, the Company may provide for an extension of such period to fifty-two (52) weeks if the purpose of such extension is to aid in planning and selling the series and the Union is so notified promptly after the commitment is made for such script. However, with respect to any specific program series, the number of scripts to which such extension may be applied shall not exceed six (6).

D. Serials. In the case of Serials, the Company shall acquire exclusivity for the period commencing with the date of the agreement with the Employee and ending when no broadcast of the programs in that serial has occurred for a period of fifty-two (52) consecutive weeks and either

1. no agreement is in existence at the end of such fifty-two (52) week period under which the Company may be required to resume such broadcasts within the next succeeding fifty-two (52) week period (upon request, the Company will inform the Employee whether or not such a contract is in existence) or

2. the Company has not notified the Employee within a period of fifty-two (52) weeks after the last broadcast of the program that the program will resume broadcasting not later than fifty-two (52) weeks after the end of the first fifty-two (52) week period.

provided, however, that if the Company has not broadcast the script within fifty-two (52) weeks after the date of delivery of the script or if the Company does not resume broadcasting pursuant to provision 1 of this paragraph or fails to resume broadcasting within the period specified in provision 2 of this paragraph, the Company's right to broadcast said script and all its rights of exclusivity shall terminate.

In the case of Serials, with respect to programs for which the Company pays the applicable prime time rate set forth in Article XI A 1d(1), whether or not the programs are initially broadcast in prime time, the time limitations set forth above shall be changed so that the phrase "one-hundred four (104)" shall be substituted for "fifty-two (52)" wherever the latter appears in the preceding sentence of this Paragraph D.

When the Company's exclusivity to the material expires, its right to broadcast the dialogue elements contributed by the Employee and all rights of exclusivity therein shall terminate.

E. Special Programs.

1. Definition. The term "Special Program" shall mean any program of the type set forth in Column I below, which meets the specifications as to duration and budget set forth in the corresponding lines of Column II and III respectively below:

I Type of Program	II Duration	III Minimum Budget
Dramatic	1 Hour	$100,000
Other	"	$110,000
Dramatic	90 minutes or more in length	$110,000
Other	"	$140,000

On demand by the Union such budget shall be verified by a certified public accountant mutually acceptable to both the Union and the Company. The cost of such verification shall be borne by the party whose position is not sustained.

2. Exclusivity. The Company as part of its original negotiations for the services of an individual as an Employee hereunder to perform writing services for a "Special Program"

a. if he is the only Employee engaged to perform writing services for such program and the compensation payable to him for the "Single Use" is at least three times the applicable "Single Use" minimum, or

b. if he is one of two Employees engaged to perform writing services for such program and the compensation payable to each for the "Single Use" is at least twice the applicable "Single Use" minimum, or

c. if he is one of three or more Employees engaged to perform writing services for such program and the compensation payable to each for the "Single Use" is at least one and one half (1 1/2) times the applicable "Single Use" minimum

may negotiate with the Employee to obtain a special clause in his employment contract providing that the original period of exclusivity in such script shall end not later than seventy-eight (78) weeks after the date of delivery of the script and the Company may broadcast such script at any time within said original period of exclusivity. The Company may also negotiate, at the time of the original negotiation, to obtain, upon payment to the Employee of at least an additional twenty-five (25%) per cent of such applicable "Single Use" minimum, an additional period of twenty-six (26) weeks as part of the original

period of exclusivity beyond the seventy-eight (78) weeks above set forth and the right to make the first broadcast of the script within such additional twenty-six (26) week period. If the Company has not broadcast the script within the said seventy-eight (78) weeks or the said one hundred four (104) weeks, as the case may be, after the date of delivery of the script, the Company's right to broadcast said script and any rights it may have to an additional period of exclusivity shall terminate. With respect to programs sixty (60) minutes or longer in length, the applicable "Single Use" minimum for the purpose of computations under this paragraph 2. shall be the lower of the two applicable minimums set forth in Article XI, paragraph A (1) a.

ARTICLE XI - MINIMUM COMPENSATION

A. Minimum Basic Compensation

1. Minimum Basic Compensation for a Single Use

Regardless of the classification of the program the minimum basic compensation per program to be paid to Employees for writing services hereunder shall be as herein set forth in this Article XI. The applicable minimum shall be the minimum for each Employee except where two or more Employees agree, prior to employment, to collaborate, in which event all such Employees shall be considered a unit for the purposes of their minimum compensation.

a. Originals and Adaptations (as defined in Article II B. 1.):

Unless there is contained in said literary material to be adapted completely developed plot, character(s), and characterization(s), such material shall be treated as an Original.

(1) Commercial

Program Length In Minutes	Originals		Adaptations	
	10/1/68	10/1/70	10/1/68	10/1/70
5 or less	$ 174.00	$ 201.00	$139.00	$153.00
10 or less (but over 5)	348.00	401.00	261.00	301.00
15 or less (but over 10)	492.00	566.00	394.00	453.00
30 or less (but over 15)	984.00 1,216.00	1,132.00 1,399.00	695.00 869.00	800.00 1,000.00

Program Length In Minutes	Originals 10/1/68	Originals 10/1/70	Adaptations 10/1/68	Adaptations 10/1/70
45 or less (but over 30)	$1,158.00 1,418.00	$1,332.00 1,631.00	$ 851.00 1,060.00	$ 979.00 1,219.00
60 or less (but over 45)	1,476.00 1,853.00	1,698.00 2,131.00	1,100.00 1,332.00	1,265.00 1,532.00
75 or less (but over 60)	1,708.00 1,968.00	1,965.00 2,264.00	1,216.00 1,448.00	1,399.00 1,666.00
90 or less (but over 75)	2,084.00 2,432.00	2,397.00 2,797.00	1,534.00 1,766.00	1,765.00 2,031.00

Over 90 Minutes*

*For programs in excess of ninety minutes the minimum basic compensation shall be the applicable 90-minute minimum compensation plus, for each half-hour or fraction thereof in excess of ninety minutes, the difference between the applicable 90-minute minimum compensation and the applicable one-hour minimum compensation.

(2) Sustaining - Seventy (70%) per cent of the applicable figures above.

(3) If the Company in the case of programs thirty (30) minutes or longer in length, pays at least the higher of the two applicable rates set forth in 1.a.(1) or (2) above, then the Company shall have fifty-two (52) weeks after the date of delivery of the script instead of twenty-six (26) weeks after such delivery within which to broadcast. (See Article X, Paragraphs A and B).

(4) Multiple Programs Per Week.

If the same Employee is employed to write more than one program a week (including those cases where the contract with such Employee provides that the same script is to be broadcast more than once during such week), the following multiples of the applicable compensation for a single program shall apply:

Two programs a week	1 3/4
Three programs a week	2 1/4
Four programs a week	2 3/4
Five programs a week.....	3
Six programs a week.....	3 1/4
Seven programs a week.....	3 1/2

b. News Programs.

(1) Commercial

(a) On News Programs broadcast as a strip five (5) times per week, the minimum basic compensation shall be as follows:

Program Length In Minutes	One Strip 10/1/68	One Strip 10/1/70	Two Strips 10/1/68	Two Strips 10/1/70
5 or less	$176.00	$202.00	$286.00	$329.00
10 or less (but over 5)	231.00	266.00	384.00	442.00
15 or less (but over 10)	290.00	334.00	462.00	531.00
30 or less (but over 15)	365.00	420.00	528.00	608.00
60 or less (but over 30)	444.00	511.00	638.00	734.00

(b) On News Programs broadcast as a strip or as part of a strip, one (1), two (2), three (3), four (4), six (6) or seven (7) times per week the applicable minimum compensation payable shall be computed as a percentage of the applicable minimum compensation for programs broadcast five (5) times per week, in accordance with the following schedule:

Programs Broadcast	Applicable Percentage
1 time per week	25%
2 times per week	40%
3 times per week	60%
4 times per week	80%
6 times per week	120%
7 times per week	140%

(c) If an Employee writes material for a single script which is not to be broadcast as part of a strip, the applicable minimum compensation shall be computed as follows:

(i) the minimum compensation applicable to adaptations as specified in Paragraph A 1. a. of this Article XI if the program is a "hard news" program, or

(ii) the minimum compensation applicable to originals as specified in Paragraph A 1.a. of this Article XI if the program is a "feature news" program, rather than a hard news program.

(2) Sustaining - Seventy (70%) per cent of the applicable figures above.

c. Self-contained Portions of Programs.

	Commercial		Sustaining	
	10/1/68	10/1/70	10/1/68	10/1/70
Sketch (See Article II-B)	$425.00	$489.00	$298.00	$343.00
Lyrics unaccompanied by music*	335.00	386.00	256.00	294.00

*If used originally on a sustaining program and thereafter used on a commercially sponsored program, the Employee shall receive additionally the difference between minimum sustaining compensations and minimum commercial compensations.

The minimum compensation payable hereunder for two or more sketches furnished by the same Employee for a program shall be a sum equal to the number of sketches so furnished multiplied by the minimum for each sketch but not more than the minimum compensation applicable to the over-all length of the program.

d. Serials.

For five programs per week for a serial, whether Original or Adaptation, where the particular story line continues for a period of::

(1) More than one week:

	Commercial		Sustaining	
	10/1/68	10/1/70	10/1/68	10/1/70
15 minutes	$ 961.00	$1,105.00	$ 687.00	$ 791.00
Prime time	1,153.00	1,326.00	824.00	948.00
30 minutes	1,605.00	1,846.00	1,094.00	1,259.00
Prime time	1,926.00	2,215.00	1,313.00	1,510.00

(2) One week:

	Commercial		Sustaining	
	10/1/68	10/1/70	10/1/68	10/1/70
15 minutes	$1,149.00	$1,322.00	$ 814.00	$ 937.00
Prime time	1,378.00	1,585.00	977.00	1,124.00
30 minutes	1,915.00	2,202.00	1,332.00	1,532.00
Prime time	2,298.00	2,643.00	1,598.00	1,838.00

The prime time rates set forth in (1) and (2) above shall be applicable to programs broadcast on the major portion of the network between the hours of 8:00 p.m. and 11:00 p.m. local time.

(3) At least two Employees shall be employed on at least 50% of the episodes on an annual basis on 30-minute programs of the type specified in d(1) above. The foregoing is not applicable if such program is discontinued prior to a full year of broadcasting. When a second Employee is employed on such program, the applicable rates set forth in (1) above shall constitute the combined weekly minimum compensation for writing services on such program and neither Employee shall receive less than $350 per week.*

e. Comedy-Variety Programs

(1) As used in this subparagraph e., a term contract shall be a contract with an Employee providing for guaranteed employment in cycles of thirteen (13) or more weeks or if a program is to go off the air at the conclusion of a cycle, then for the balance of such cycle; such contract may be cancelled within any cycle on not less than two (2) weeks' notice provided the program goes off the air.

(2) If any Employee on a Comedy-Variety program is not employed on a term contract as defined in subdivision (1) above, the applicable minimum as set forth in Paragraph A 1.a. above shall be paid to each Employee.

(3) If all Employees on a Comedy-Variety program are employed on term contracts as hereinbefore defined (this subparagraph does not preclude the application of subdivision c. above where appropriate), the following minimums and conditions shall apply:

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*During the term of the predecessor Agreements, writers of serials were expected to, and frequently did, subcontract some of their writing services to other writers without covering such writers under the provisions of the MBA. In order to discourage this practice and because we believe that a single writer may not be able to write all of the material for a 5-times-a-week half-hour serial over extended periods of time, we have incorporated the above provisions.

(a) On programs broadcast no more than once per week, if only one Employee is employed, the minimum compensation payable to such Employee shall be the same as the applicable minimum outlined in Paragraph A 1.a. above. If two Employees are employed on any such program the minimum fee to both Employees combined shall be one and one half times the minimum if one Employee were employed. For each additional Employee employed on any such program the combined minimum shall be increased by an amount equal to twenty-five (25%) per cent of the applicable minimum outlined in Paragraph A 1.a. above. Any Employee employed on any such program shall receive no less than the lesser of (x)

the applicable program minimum for one Employee, or (y) $385 per week if the program is on a commercial basis or $300 per week if the program is on a sustaining basis; for programs one (1) hour or longer in length, $440 if on a commercial basis or $340 if on a sustaining basis.

(b) On programs broadcast five times per week (Paragraph A 1.a. (4) above which sets forth the formula for multiple times per week programs does not apply in this instance) the minimum totals payable to all Employees combined shall be as follows:

(i) Commercial:

Program Length In Minutes	Number of Employees: One 10/1/68	One 10/1/70	Two 10/1/68	Two 10/1/70	Three 10/1/68	Three 10/1/70
5 or less	$ 548.00	$ 631.00	$ 827.00	$ 952.00	$--------	$-------
10 or less	997.00	1,147.00	1,125.00	1,294.00	1,246.00	1,433.00
15 or less	--------	--------	1,581.00	1,818.00	1,836.00	2,112.00
30 or less	--------	--------	----------	--------	2,736.00	3,147.00
45 or less	--------	--------	----------	--------	3,586.00	4,124.00

	Four 10/1/68	Four 10/1/70	Five 10/1/68	Five 10/1/70
15 or less	$2,097.00	$2,412.00	$-------	$-------
30 or less	3,039.00	3,495.00	3,282.00	3,775.00
45 or less	3,951.00	4,544.00	4,073.00	4,684.00
60 or less	4,589.00	5,278.00	4,923.00	5,662.00
75 or less	--------	--------	5,562.00	6,397.00
90 or less	--------	--------	6,200.00	7,130.00

Over 90 minutes*

*For programs in excess of ninety minutes the minimum basic compensation shall be the applicable 90-minute minimum compensation plus, for each half-hour or fraction thereof in excess of ninety minutes, the difference between the applicable 90-minute minimum compensation and the applicable one-hour minimum compensation.

(ii) Sustaining:

Eighty (80%) per cent of the above figures.

(iii) On programs broadcast two, three or four times per week the applicable minimum total compensation payable to all Employees shall be the applicable minimum total compensation payable to all Employees

for a program of equal length broadcast once per week plus forty (40%) per cent if the program is broadcast two times per week, sixty (60%) per cent if the program is broadcast three times per week or eighty (80%) per cent if the program is broadcast four times per week of the difference between such compensation for a one time per week program and the minimum total compensation payable to all Employees for a program of equal length broadcast five times per week.

(iv) If more than one Employee is employed on any such program no Employee shall receive less than $385 per week on a commercial basis or $300 per week on a sustaining basis, or for a program one (1) hour or longer in length, $440 on a commercial basis or $340 on a sustaining basis. If fewer Employees are employed on a program than are provided for in the above schedule the first minimum specified with respect to the appropriate program length shall be the total minimum for the Employees actually employed. If more Employees are employed than are provided for in the above schedule with respect to the appropriate program length, then the total minimum for all Employees shall be increased by $380 on a commercial basis and $300 on a sustaining basis for each additional Employee, or where a program is one (1) hour or longer in length, $445 if on a commercial basis and $340 if on a sustaining basis.

(4) For any Employee who is employed under a term contract non-cancellable for thirteen (13) or more weeks but less than twenty-six (26) weeks, the applicable minimum basic weekly compensation in subdivision (3) above shall be subject to a discount of ten (10%) per cent. For any Employee who is employed under a term contract non-cancellable for twenty-six (26) or more weeks, the applicable minimum basic weekly compensation in subdivision (3) above shall be subject to a discount of twenty (20%) per cent instead of the ten (10%) per cent.

If all of the Employees on a program are employed under term contracts non-cancellable for thirteen (13) or more weeks but less than twenty-six (26) weeks, the applicable program minimums in subdivision (3) above shall be subject to a discount of ten (10%) per cent. If all the Employees on a program are employed under term contracts non-cancellable for twenty-six (26) or more weeks, the applicable program minimums in subdivision (3) above shall be subject to a discount of twenty (20%) per cent instead of ten (10%) per cent.

(5) Each Employee shall be considered as an individual Employee, rather than as part of a team or teams, for the purpose of applying the minimums outlined in this subparagraph e.

(6) If an Employee is requested to perform pre-production services (as distinguished from the writing of scripts for broadcast) during so-called "pre-production periods" prior to the commencement of his compensation under his term freelance contract, he shall be paid for such services an amount which shall be negotiated by the Company and the Employee.

f. Quiz and Audience Participation Programs.

Where an Employee writes material for quiz programs and/or for audience participation programs, the minimum basic compensation shall be as follows:

(1) Commercial

(a) On programs broadcast five (5) times per week, the minimum total combined compensation shall be as follows:

Program Length In Minutes	Number of Employees: One 10/1/68	One 10/1/70	Two 10/1/68	Two 10/1/70	Three 10/1/68	Three 10/1/7
5 or less	$247.00	$283.00	$372.00	$428.00	$ ------	$-----
10 or less	349.00	401.00	394.00	453.00	437.00	501
15 or less	------	------	554.00	636.00	643.00	740
30 or less	-------	------	------	------	1,094.00	1,258

	Four 10/1/68	Four 10/1/70	Five 10/1/68	Five 10/1/70
15 or less	$ 734.00	$ 845.00	$------	$------
30 or less	1,332.00	1,532.00	1,313.00	1,510.00

(b) On programs broadcast less than five (5) times per week, the minimum total combined compensation shall be as follows:

For programs broadcast once a week, sixty (60%) per cent of applicable above figure.

For programs broadcast twice a week, seventy (70%) per cent of applicable above figure.

For programs broadcast three times a week, eighty (80%) per cent of applicable above figure.

For programs broadcast four times a week, ninety (90%) per cent of applicable above figure.

(2) Sustaining - Eighty (80%) per cent of the above figures.

(3) The discounts set forth in subparagraph 1.e.(4) of this Paragraph A shall apply to the foregoing rates, provided the conditions therein set forth are met.

(4) The applicable time period provision, subparagraph 2.a. of this Paragraph A, shall apply in accordance with the conditions therein set forth.

(5) Notwithstanding anything in this subparagraph f. above, if any Employee is employed on a weekly basis by a Company to write material for one (1) or more quiz and/or audience participation programs produced by the Company, he shall receive no less than $245 per week effective October 1, 1968, and no less than $265 per week effective October 1, 1970, for all such writing services; however, if the only such program or programs

for which the Employee writes material are broadcast on a sustaining basis, he shall receive no less than $175.00 per week for all such writing services for any week in which such program or programs are broadcast on a sustaining basis. The discounts set forth in subparagraph 1. e (4) of this Paragraph A shall apply to the foregoing rates, provided the conditions therein set forth are met.

(6) Where an Employee writes questions, answers, ideas for stunts and/or written interviews which are covered by this Agreement solely by virtue of the provisions of Paragraph B.5.j. of Article II and which would not otherwise be covered, then the aforesaid coverage of said questions, answers, ideas and/or written interviews shall be limited to the provisions of this Agreement referred to below:

(a) Articles I to V, inclusive; Article XI A, subparagraphs 1.f. (quiz and audience participation programs), 1.e.(4) (10-20% discount - comedy-variety programs), 1.g. (simulcasts), 2.a. (applicable time period), 2.c. (programs part commercial, part sustaining), 2.d. (risk of competence), 2.e. (travel); Article XI B.1. (minimum contingent compensation); Article XI, C.1., 5., and 7. (time of payment); Articles XII to XVII, inclusive; and Articles XIX to XXXIV, inclusive.

(b) Articles VI (syndication) and XI B.2. and C.2. (re-uses), but only where there is a replay of a recording of an entire program. For purposes of this subparagraph (b), a re-play shall mean a second or subsequent broadcast of a program in any city or any broadcast occurring more than 60 days after the original broadcast if, in either case, such broadcast requires an additional payment under such Articles.

(c) Article XI A.1.h. (audition scripts) deleting the third and fourth paragraphs thereof.

g. Simulcasts. Where the single use is a simulcast, the applicable minimum compensation shall be 133 1/3% of the amounts set forth in this Paragraph A.1.

h. Audition Scripts. If the Employee is engaged by the Company to write a script for non-broadcast audition purposes (i.e., in order for the Company to determine whether the program for which such script is written is suitable for broadcast), the Company shall pay to the Employee for such audition script not less than the minimum compensation which would be applicable if he had written the script for broadcast.

The Company shall have a period of six (6) weeks from the date of the delivery of the script in final form to perform a non-broadcast audition thereof.

For the compensation thus paid, the Company also acquires a Single Use to such script and exclusivity thereto as provided in Article X, Paragraph A, B or D, whichever is applicable.

The date from which such exclusivity shall run shall be the date on which the audition is performed.

The Company shall, at the time of employment, notify the Employee engaged to write an audition script that other writers are being engaged to write an audition script for the same program, if such be the case.

i. Rewrites and Polishes and Extensive Revisions

(1) Rewrites: For all television scripts other than serials, the rewrite minimum shall be forty per cent (40%) of the appropriate minimum set forth above.

For serials, the rewrite minimum shall be fifty per cent (50%) of the appropriate serial minimum set forth in subparagraph e. above.

(2) Polishes: For all television scripts other than serials and documentary and news programs, the polish minimum shall be twenty per cent (20%) of the appropriate minimum set forth above.

For serials, the polish minimum shall be twenty-five per cent (25%) of the appropriate serial minimum set forth in subparagraph e. above.

For documentary or news programs, the polish minimum shall be forty per cent (40%) of the appropriate minimum set forth above.

(3) Extensive Revisions: For all television scripts, the extensive revision minimum shall be seventy per cent (70%) of the appropriate minimum set forth above.

j. Assigned Outlines: Where the Company assigns a writer to prepare an outline, the Company may only require an "Assigned Outline," which shall mean matter for use on a television program or a portion or portions thereof developed to the point of indicating characterization and plot line but not inclusive of sample dialogue. Nothing in this Agreement contained shall permit the Company to require a "Step Outline."

The Compensation for an "Assigned Outline" shall be $130 in the case of an assigned outline for a script of thirty (30) minutes or less in length, or $200 for an assigned outline for a script of more than thirty (30) minutes in length. If the writer is later employed to write a script from the assigned outline, such compensation may be applied as a credit against the compensation due him. If the writer is not assigned to write a script from the assigned outline, such assigned outline will be returned to the writer and will be his property.

With respect to assigned outlines furnished under this paragraph for program series which are then currently being broadcast, the Company shall have no more than thirty (30) days from the receipt of the original assigned outline within which to assign the writer to write a script from such assigned outline.

k. Fifty-Two Week Right to Broadcast Minimum: In the case of programs thirty (30) minutes or longer in length, where the Company desires to have fifty-two (52) weeks after the date of delivery of the script within which to broadcast instead of twenty-six (26) weeks after such delivery (see Article X, Paragraphs A and B), the applicable minimum basic compensation set forth in Paragraphs A 1.b.(1)(a), A 1.c., A 1.e.(3)(b)(i) and A 1.f.(1)(a) of this Article XI shall be increased by twenty-five per cent (25%). Upon payment of such higher minimum rate the Company shall have fifty-two (52) weeks after the delivery of the script within which to broadcast. In the case of programs covered by A 1.d.(2) of this Article XI (including 15 minute programs), the foregoing 52 week period shall be applicable whenever the Company pays the prime time rate set forth therein.

2. General Provisions.

a. Applicable Time Period.

Where more than fifty (50%) per cent of the program is intended to consist of material written by an Employee covered by this Agreement, the time bracket applicable

to such material shall be measured by the length of the program, but where fifty (50%) per cent or less is intended to consist of material written by an Employee covered by this Agreement, the time bracket applicable to such material shall be measured by the time actually consumed by such material provided, however, that in the case of a program of thirty (30) minutes or less the minimum time bracket shall be deemed to be one third (1/3) of the program time, and in the case of a program in excess of thirty (30) minutes the minimum time bracket shall be deemed to be fifteen (15) minutes regardless of the number of minutes of writing. This provision shall not apply to sketches.

However, if an Employee writes the equivalent of the "story" and "telescript" (as those terms are used in the 1968 WGA-Network Documentary Television Freelance Minimum Basic Agreement) for a documentary program of one hour or more, the minimum time bracket shall be thirty (30) minutes.

b. 13 Week Discounts.

Where an Employee is engaged under a thirteen week non-cancellable contract, the applicable minimum basic compensation set forth in subdivisions a., b., c. or d. of Article XI, Paragraph A 1. above shall be subject to a discount of ten (10%) per cent.

c. Compensation for Programs Part Commercial and Part Sustaining.

If a program or a script is broadcast on a multiple basis (i.e., more than one time a week) and if the Employee is engaged to write two or more such programs during the week, and if one or more of the programs for which he is so engaged is sponsored, the compensation payable to such Employee shall be the compensation applicable to the commercial program rate.

If a program is sponsored by more than one sponsor, the Compensation to the Employee shall be based on the over-all length of the program, subject to the provisions in subparagraphs 1.d. and 2.a. of this Paragraph A. As soon as any commercial message is incorporated into the program, the Employee shall be paid at least the applicable minimum commercial scale and no additional payment shall be due when additional commercial messages are incorporated.

A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall also be deemed to be a commercial program if a local commercial

announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if an Employee writes material for a co-op program, which material is broadcast on the network only during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), and writes no other material for such program, such Employee shall not be entitled to any commercial fee for such program.

d. Risk of Competence.

When the Company employs an Employee, the risk of the Employee's competence shall be assumed by the Company. Failure for any reason to broadcast all or part of the material submitted by the Employee shall not relieve the Company of its obligation to pay the amount contracted for with such Employee in connection with such material unless the Employee has first breached his contract of employment.

e. Travel.

If an Employee is required by the Company to perform services temporarily at any place sufficiently far away from the place specified in the contract so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for the first-class board and lodging, if available, of the Employee while required to remain at any such place and agrees to furnish for the Employee first-class transportation, if available, to and from any such location, and the Company may in any contract of employment between it and the Employee designate a reasonable daily maximum liability on the part of the Company for such first-class board and lodging of the Employee.

It is agreed that flight by tourist or higher class of accommodation in a jet or turbo-prop airplane of a scheduled airline will satisfy the requirements of "first-class

transportation" provided that (1) the scheduled air travel time of such flight is eight (8) hours or less, and (2) no other employee of the Company working on the same program or assignment as the Employee is furnished first-class air accommodation for the same trip (unless such other employee is furnished such first-class accommodation soleby reason of a collective bargaining agreement executed prior to April 1, 1963 or solely because no air accommodation other than first-class is available). If any other employee of the Company is furnished first-class air accommodation "solely because no air accommodation other than first-class is available" and an Employee covered by this Agreement is not furnished first-class accommodation, the Company shall notify the Union as soon as possible of such fact and shall be required to set forth in such notification all of the facts and circumstances surrounding the furnishing of such first-class air accommodation to such employee.

The individual contract of employment shall specify the place(s) where the Employee is required to render services and no Employee shall be required to perform services at any place sufficiently far away from the place(s) specified in the contract so that overnight accommodations would reasonably be necessary for a period covering two or more successive weeks, unless the contract shall make provision therefor and for first-class transportation to and from such location, and for first-class board and lodging, if available.

If the Employee is required or authorized by the Company to travel by air on or in connection with an assignment, the Company shall provide him with insurance coverage in the sum of not less than $50,000 payable to such beneficiary as he may designate. Such insurance shall be in the nature of standard coverage incident to air travel insurance but shall be applicable to all types of air travel. An Employee shall be considered as being on an assignment for the purpose of this paragraph from the date of commencement of said assignment to and including the completion of his services with respect thereto, plus, where round trip transportation has been authorized by the Company, an additional reasonable period of time as warranted by the circumstances of the trip and the nature of his assignment.

If an Employee, at the request of the Company, agrees to use his own automobile on Company business, the Employee is to be paid for such use a minimum of ~~eight~~ nine cents ($.09) per mile, plus parking fees and toll charges.

B. Minimum Contingent Compensation.

1. All compensation other than Minimum Basic Compensation, required to be paid to an Employee hereunder shall be known as "Minimum Contingent Compensation."

2. Re-Use. Minimum Contingent Compensation for a Re-use shall be the following percentage of the applicable minimum basic compensation for a Single Use:

First Re-use	100%
Second Re-use	75%
Third Re-use	50%
Fourth Re-use	50%
Fifth Re-use	25%
Sixth Re-use	10%
Each subsequent Re-use	5%

In cases in which the Single Use was a simulcast, the Minimum Contingent Compensation for a Re-use on television only shall be the foregoing percentages of the applicable minimum basic compensation for a Single Use on television only and the Minimum Contingent Compensation for a Re-use on radio only shall be the applicable percentage as set forth in the 1968 WGA Radio Freelance Minimum Basic Agreement of the applicable minimum basic compensation in that Agreement for a Single Use on radio only. The Minimum Contingent Compensation for a Re-use on television and radio shall be equal to the total of the aforesaid two amounts computed pursuant to the preceding sentence. No part of Employee's initial compensation which is at or less than 150% of the applicable minimum compensation herein set forth may be applied against such Minimum Contingent Compensation for a Reuse.

3. Additional Exclusivity To One Time Shows and Unit Series. In addition to the original period of exclusivity, the Company may at any time during any period in which it has exclusivity acquire additional periods of exclusivity for the periods and upon payment of Minimum Contingent Compensation as follows:

Period

A - First 2 year period - 10% of applicable Minimum Basic Compensation
B - Next 2 year period - 10% " " " " "

C - Next 2 year period - 20% of applicable Minimum Basic Compensation
D - Next 1 year period - 20% " " " " "

If during the first year of periods A and B respectively, the Company fails to broadcast the script at least once and if in such event the Company fails by the expiration of such first year to notify the Employee of its intention to so broadcast during the second year of each respective period, then the Company's right to broadcast said script and all its rights to exclusivity shall terminate at the end of such first year. Should the Company send the Employee such notice, then it shall compensate the Employee for such broadcast whether or not made. The foregoing procedure shall not apply to Periods C through F, both inclusive.

In addition, if the Company fails to broadcast the script at least once during each of Periods C through F respectively, then the Company's right to broadcast such script and all its rights to exclusivity shall terminate at the end of the first such period during which such failure occurred.

4. Additional Exclusivity to the Plot for Episodic Series. In addition to the original period of exclusivity with respect to the plot, the Company may at any time during any period in which it has exclusivity acquire additional periods of exclusivity to the plot for the periods and upon payment of Minimum Contingent Compensation as follows:

Period

A - First 2 year period - 15% of applicable Minimum Basic Compensation
B - Next 2 year period - 15% " " " " "
C - Next 2 year period - 25% " " " " "
D - Next 1 year period - 25% " " " " "
E - Next 1 year period - 20%

If the Company has not reused or paid for the re-use of the plot at least once during any of such periods A, B, C, D and E respectively, then the Company's rights to such plot shall terminate at the end of the first period of such periods during which no payment for re-use is made.

5. The percentage of the applicable minimum as set forth in subparagraphs 2, 3 and 4 above shall be stated in the contract between the Company and the Employee in terms of dollars.

6. Minimum Contingent Compensation for Characters - Episodic Series and Serials.

a. If a character, which meets the requirements of Article VIII, Paragraph C of this Agreement, that has been introduced in material written by an Employee(s) for an Episodic Series, or a Serial, is subsequently extracted from that Series, or Serial, by the Company or the Company's assignee, licensee, or successor in interest and used as the principal character (or as the co-equal leading character) in a new Episodic Series, or Serial, the Company shall pay to the Employee(s) who created such character pursuant to Article VIII, Paragraph C hereof, the sum of fifty dollars ($50.00) for each week during which the new Series or Serial is broadcast. After the Company has paid to the Employee a total of five thousand dollars ($5,000) as contingent compensation under this paragraph, the Employee shall not be entitled to any additional contingent compensation with respect to such character.

b. It is understood that if more than one Employee created such character as referred to above, such basic character payments and additional character payments shall be divided equally among all such Employees unless such Employees file with the Company a written statement setting forth a different division.

c. As to Episodic Series, as long as the character is used in the specific series for which created, the Company may continue to use such character in said series without the payment of additional compensation to the Employee. The Employee will make no use of such character so long as the series continues and for a period of one year thereafter.

C. Time for Payment of Compensation.

1. Compensation for a Single Use shall be paid as follows: twenty (20%) per cent of the agreed compensation shall be paid within fourteen (14) days after the written contract of employment, reflecting the mutual agreement of the parties, signed by the Employee, has been mailed or delivered to the Company, provided that the written contract of employment is mailed or delivered by the Company to the Employee or his agent within five (5) business days after the commitment is made. If the written contract of employment is not so mailed or delivered by the Company to the Employee or his agent, then twenty (20%) per cent of the agreed compensation shall be paid within fourteen (14) days after the commitment is made. Sixty (60%) per

cent of the agreed compensation shall be paid within eleven (11) days after delivery of the complete script; the balance shall be paid within eleven (11) days after delivery of the final script, except that in the case of a Special Program where pursuant to Article X E, the Company has obtained the right to broadcast the material more than twenty-six (26) weeks after delivery of the complete script, if delivery of the final script is not required before such twenty-six (26) week period expires, the Company will pay one-half the balance not later than eleven (11) days after the expiration of such twenty-six (26) week period and the remainder of the balance within eleven (11) days after delivery of the final script. It is the intent of the foregoing that if the Employee has delivered the complete script, a total of eighty (80%) per cent of the agreed compensation shall be paid not later than eleven (11) days after such delivery, provided that (a) the Company has mailed or delivered to the Employee or his agent the written contract of employment, as provided above, and the Employee has mailed or delivered the signed contract to the Company, as provided above, prior to or coincident with the delivery of the complete script or (b) the Company has failed to mail or deliver to the Employee or his agent the written contract of employment within five (5) business days after the commitment is made.

The Employee shall be deemed to have delivered the final script when he has made the number of re-writes required by his individual employment contract or when he has made two re-writes or when the Company deems no further re-writes by the Employee should be made, whichever is less.

In the case of term writers to whom compensation is to be paid on a weekly basis, each such weekly payment shall be made not later than seven (7) days following the last day of each week of employment.

2. Contingent Compensation for a Re-use shall be paid within eleven (11) days after the re-use except that if the Company notifies the Employee of its intention to re-use as provided in Article XI B.(3), payment shall be made within ninety (90) days after such notification or within eleven (11) days after such re-use, whichever is earlier. All payments of additional compensation for Reuses, if not paid to the Employee at the time of employment, shall be made by check payable to the order of the Employee entitled thereto and shall be delivered to the Union for forwarding to such Employee, and compliance herewith shall constitute payment to the Employee.

3. Contingent Compensation for additional periods of exclusivity acquired by the Company pursuant to Article XI B. shall be paid in full to the Employee not later than simultaneously with the acquisition of such additional periods of exclusivity.

4. Contingent Compensation due to the Employee for Subsidiary Uses shall be paid not later than eleven (11) days after receipt of payment by the Company.

5. Compensation required to be paid weekly shall be paid not later than the end of the week following the week for which compensation is required to be paid.

6. Compensation for an "Assigned Outline" shall be paid not later than eleven (11) days after delivery to the Company of the assigned outline.

7. In the event that the Company has not paid compensation within the time specified in this Paragraph C of this Article XI, and the Company fails to pay such compensation within five (5) days after notification by the Union, the Employee or his agent of such delinquency, then, commencing with the first day the Company was delinquent in its payment, the Company shall pay to the Employee an additional sum computed at the rate of six (6%) per cent per annum of the amount due, which sum shall not be less than one dollar ($1.00). This additional sum shall not be payable when: (1) upon demand the Employee has failed to complete and return to the Company the appropriate tax forms required by law; or (2) the compensation is withheld pursuant to Article XX of this Agreement; or (3) there is a bona fide dispute as to the amount or time for payment of the compensation, which dispute is settled, or is resolved in favor of the Company by either the grievance or arbitration machinery of this Agreement.

ARTICLE XII - CREDITS

A. Subject to the provisions hereof dealing with credit arbitration, on each program for which an Employee furnishes material, the Company shall give visual credit (and may if it elects give audio credit as well) to such Employee, except where the Employee prefers otherwise (and provided the Union consents) or where the special characteristics of the program make it essential not to reveal that the show was written by any person or persons other than the performer.

B. Where material for a program which is broadcast two or more times a week is written by the same Employee(s), credit need be given to such Employee(s) on such program only once a week. Upon request by the Employee(s), the Company shall notify him, in advance, of the day of the week on which such credit is to be given and shall thereafter continue to give such credit on such day, provided however that the Company shall have the right to change such day by giving the Employee(s) advance notification thereof.

C. Where the exigencies of time make the credits herein provided impractical, failure to give such credit shall not be considered a breach of this Agreement.

D. If the Producer or the Director of the program receives credit alone in frame (on screen), the Employee shall also receive credit alone in frame (on screen), provided that all writing credits to Employees may be given in the same frame. If roller-type credits are used, the Company shall set the writing credits in such fashion that when they are centered on the screen, no other credit shall be visible.

E. For dramatic programs or situation comedy programs only, credit to the Employee will be immediately before or after the most prominent credit to the Producer or Director, or in the case of an adaptation, the most prominent credit to the author of the underlying property. Except as above provided, all visual credits to Employees shall be placed either immediately before or immediately after one of the following:

1. The most prominent credit to the Producer;

2. The most prominent credit to the Director;

3. The credit to the author of the underlying literary property, if any;

4. The most prominent credit to the star;

5. The title (or subtitle) of the program;

6. The entertainment portion of the program.

If neither the Producer nor the Director receives credit on the program, the credit to the Employee may be given at any of the other places specified above or either immediately before or immediately after the last commercial.

F. 1. For other than news and documentary programs, the form of writing credit for services performed by Employees under this Agreement who are entitled to receive writing credit for material other than sketches and lyrics (credit for which may be given only in accordance with "f" below) and outlines shall be one of the following:

a. "Teleplay by";
b. "Written by";
c. "Written for television by";
d. "Written especially for (name of show) by";
e. In the case of quiz and audience participation programs only, "Interview material written by";
f. In the case of variety (including musical) or comedy-variety programs only, "Continuity material written by" or "Special routines written by". Credit may be given for sketches and lyrics on these types of programs in the following forms: "Sketch (or sketches) written by" or "Lyrics written by";
g. For adaptations only, "Adaptation by", "Adapted for television by" or "Adapted especially for (name of show) by".

2. For news and documentary programs

a. The form of writing credit for services performed by Employees under this Agreement who are entitled to receive credit for material shall be one of the following:

(1) "Writer-," or "Written by" or "Documentary script by"; or

(2) in the case of interview or discussion programs only, "Continuity by", or "Special material by" or "Interview material written by"; or

(3) where the primary writing contribution of an Employee to a program is in the form of questions written for delivery on the air, "Interview material by" or "Interview material prepared by"; or

(4) in the case of news programs only, "News Staff" or "Newswriter(s)"; or

(5) where the special characteristics of the material furnished make it appropriate, "Special script material by" or "Special material written by"; or

(6) where the major writing contribution to a program is in the form of narration, "Narration written by".

b. (1) Where narration is written in part by the person who delivers it on the air (a narrator) and in part by an Employee covered by this Agreement and the narrator is not an Employee covered by this Agreement, the narrator may be given joint credit along with the Employee in the following form:
"Narration written by";
provided that not later than the time specified in subparagraph (2) below, the Company shall send to the Union, and to the narrator and the Employee who participated in the writing of such narration, a tentative notice of credit setting forth

(i) the name of the narrator
(ii) the name of the Employee, and
(iii) a statement that joint credit in such form is being given to the persons named in such notice.

At the same time the notice of such joint credit is sent, the Company shall concurrently send to the Union all relevant material pertaining to the determination of such credit. The giving of such joint credit shall be subject to an automatic credit arbitration which shall be pursuant to the provisions of this Article XII except that the provisions of H1 and H2 hereof shall be inapplicable to the extent that such provisions are inconsistent with the provisions of this subparagraph 2b.

(2) The time by which the Company shall send the tentative notices of credit referred to in subparagraph (1) above shall be not later than forty-eight (48) hours prior to the initial scheduled broadcast of the program. If by the forty-eight (48) hour deadline specified above, no notice of credits has been sent to the Union, the Company shall at that time give to the Union notice of the names of the persons who the Company expects will be given such credit, based on the information then available, together with material then available showing the contribution of such persons to the program.

If changes or corrections in the writer credits intended to be given by the Company should occur after the forty-eight-hour deadline specified above, the Company shall give notice to the Union of any such changes or corrections as soon as possible, but in any event prior to the broadcast.

(3) If the narrator is not an Employee covered by this Agreement, and if his participation in the writing of the narration is limited to minor or incidental contributions or revisions, he may not share such joint credit with an Employee and the Employee shall have sole writing credit.

(4) In no event shall such joint credit be given to any person, if in addition to writing narration, he also writes questions delivered on the air by anyone other than himself and/or performs other writing services for which credit is required to be given under this Article XII.

(5) The fact that credits are shared by an Employee with a person whose writing services are excluded from the coverage of this Agreement shall not operate to diminish any rights which the Employee would otherwise have under this Agreement.

(6) The Union shall have the right to suspend the operation of this subparagraph (b) as against any Company which repeatedly gives joint narration credits in violation of the provisions of this Agreement. If the Company contests the Union's position that the Company has repeatedly given such credits in violation of this Agreement such issue shall be subject to determination under Articles XXVII and XXVIII.

c. Where an Employee who is also the Producer or Executive Producer of a program writes material in a form other than the writing of routine material as specified in subparagraph 5 of this Paragraph F, and no other Employee writes material for such program, such Employee may be given credit in the following form:

(1) "Produced and written by," or
(2) "Written and produced by," or

(3) "Executive Producer and Writer," or
(4) "Writer and Executive Producer," or
(5) "Written by , Executive Producer."

3. On all programs except hard news programs before the writing credits are finally determined, the Company shall send to the Union a written notice which will state the Company's choice of credits on a tentative basis, together with the names of all persons who have written material for the program and their addresses last known to the Company.

4. Only the Union Credit Arbitration Committee shall have power to authorize other forms of credit, as provided in Paragraph I, subparagraph 1, hereof.

5. Routine Material. A person who writes only routine material (openings, closings, leads-in, leads-out, promotional material, courtesy announcements or similar continuity of a routine nature) need not be given writing credit so long as such writer does not also perform other services which are covered by this Agreement. In any case to which this subparagraph 5 applies, if the Company does not intend to give writing credit to any such writer, the Company shall send to the Union, not later than forty-eight (48) hours prior to the initial scheduled broadcast of the program, a tentative notice of credit setting forth:

(i) the name of the writer of such routine material (if the writer is a correspondent whose material is excluded from coverage by reason of the provisions of Article II B 5 h of this Agreement, the notice shall include the name of the correspondent), and

(ii) a statement that no writing credit for authorship is being given to such writer.

However, if such routine material has not been written within the time limit specified above, such tentative notice of credit shall be sent as soon as possible, but in any event prior to the broadcast of the program.

G. The granting of writing credits to Production Executives shall be subject to the credit arbitration procedure set forth below. A Production Executive, for purposes hereof, shall be defined as any Employee of a Company hired for or engaging in activity customarily considered part of the managerial phase of production activity.

H. The procedure for arbitrating the determination of credits shall be as follows:

1. The Company, upon the written request either of the Union or a writer who has performed writing services on a program, shall within seventy-two (72) hours after receipt of such request furnish to the Union and the writer(s) involved a list of proposed writing credits on such program. If the Union desires to protest such credits, it shall, within seventy-two (72) hours after receipt of such list, deliver to the Company and to all the participants concerned a formal written protest. The Company, within seventy-two (72) hours of receipt of such protest, will deliver three (3) copies of the final script and of all material written by the participants and of all source material, if any, to the Union office in New York or Los Angeles for arbitration of writing credits. The Company itself may initiate credit arbitration by delivering to the Union office in New York or Los Angeles a list of proposed writing credits on a program, as provided in Paragraph F hereof, together with three (3) copies of the final script and of all material written by the participants and of all source material, if any. Simultaneously therewith, the Company shall deliver the list of proposed writing credits on the program to the writer(s) involved.

2. In the event the Union or a writer who has performed writing services on a program desires to question the credits given on a program which has already been broadcast, the Union shall notify the Company and the individuals concerned in writing. Upon receipt of such notice, the Company will deliver three (3) copies of the final script and of all material written by the participants and of all source material, if any, to the Union offices in New York or Los Angeles for arbitration of the writing credits.

3. The Union, through its Union Credit Arbitration Committee, shall within one (1) week after receipt of the material from the Company advise the Company of its decision. If the Company receives notification of such decision more than twenty-four (24) hours prior to broadcast of such program it shall change the credits on such program accordingly. If such notification is received less than twenty-four (24) hours but more than one (1) hour prior to broadcast of such program, audio correction shall

be made on such broadcast. In all other cases, the decision of the Union Credit Arbitration Committee shall be made effective as to all subsequent broadcasts of such program.

I. The Union Credit Arbitration Committee shall have the following powers and none others:

1. It may determine whether the Company has failed to give proper writing credit(s) on a particular program; it may also determine the appropriate form of writing credit to be given to any person(s) furnishing material used on a particular program (subject to the provisions of Paragraph F hereof); in addition, it may designate as the appropriate form of writing credit for any such person(s) the credit "story by," "television story by," or "special material by"; it also may designate "Continuity material written by" as the appropriate form of writing credit for a person furnishing nondramatic continuity material for a particular dramatic program or situation comedy program and may authorize the Company to place that credit in any of the positions specified in the second sentence of Paragraph E of this Article XII.

2. Where an individual has neither performed writing services in connection with a particular program nor made a substantial contribution to the script used on such program, it may require the Company to delete all writing credit to such individual on such program.

3. It may rule on whether the Company has complied with the requirements as to forms of credit set forth in subparagraph F hereof, and where it finds a violation of such subparagraph may determine the appropriate credit to be granted. It may also deny the credits listed therein to individuals whom it rules have not made a substantial contribution to the script as broadcast.

4. Nothing in this Paragraph I shall be deemed to give the Union Credit Arbitration Committee power to rule upon credit for the author of an underlying property used in any manner in connection with a program except that no credit shall be given to an author of an underlying property which shall be the same as any of the credits set forth in Paragraph F hereof.

J. The decision of the Union Credit Arbitration Committee shall be final on all matters on which it is empowered to rule as provided herein.

K. No decision of the Union Credit Arbitration Committee, with respect to the determination of credits, shall be deemed to enlarge or diminish the rights of any person with respect to any matter other than writing credits.

L. If the Company exploits material for publication or production in another medium it will give the Employee credit for his material appropriate to that customarily given to writers in such medium. If the Company sells, licenses or authorizes others to exploit material for publication or production in another medium it shall include as part of its agreement with the party obtaining such rights a provision requiring that the Employee be given credit for his material appropriate to that customarily given to writers in such medium.

ARTICLE XIII - USE BY ARMED FORCES

It is agreed that, for the duration of this Agreement, the Company may furnish recordings of programs containing material written by Employees hereunder, to any of the Armed Forces of the United States, without charge (except the standard charge for furnishing recordings), or may permit the Armed Forces to record any such programs broadcast by the Company, in either such case for the purpose of non-commercial broadcast over Armed Forces stations or for exhibition to non-paying audiences consisting predominantly of members of the Armed Forces. Such broadcast or exhibition shall be restricted to localities outside the continental United States, except as otherwise agreed to by the Union. Employees shall receive no compensation for said use by the Armed Forces.

ARTICLE XIV - INDIVIDUAL CONTRACTS OF EMPLOYMENT

A. The Company agrees that all services covered by this Agreement shall be the subject of a written contract between it and the Employee; that the Company will not enter into an individual agreement with or employ any Employee for work covered by this Agreement on terms and conditions less favorable to the Employee than those set forth in this Agreement. Only the Union and the Company shall have the right to waive any of the provisions of this Agreement, provided, however, that the Company may only waive those rights and benefits which it has under this Agreement, and the Union may only waive those rights and benefits which it, or any of its members, has under this Agreement. Nothing in this Agreement, however, shall prevent an Employee from negotiating or obtaining better terms than the minimums herein provided.

B. Except as controlled, restricted or limited by the provisions of this Agreement, the Company reserves the right to contract with individual Employees upon such terms and conditions as may be mutually agreed upon between the Employee and the Company.

C. The Company agrees that it will deliver to the Employee at least two executed copies of each individual agreement between the Company and the Employee. The Company also agrees to deliver to the Union a conformed copy of each employment contract within ninety-six (96) hours, excluding Saturdays, Sundays and legal holidays, after it has been executed by the Employee and returned to the Company without changes not agreed to by the Company.

D. The Company agrees that, as to any services or material covered by this Agreement, the terms of the individual agreement between the Company and the Employee shall supersede and take precedence over any release form signed after the effective date of this Agreement by such Employee in connection with such services or material.

E. The Company agrees that every individual contract (now or hereafter made) between the Company and every member of the Union, with respect to services rendered hereunder, shall contain and shall be deemed to contain the following clause:

> "In the event an Employee's individual contract is of longer duration than the said Agreement, then, for such period of duration and until a new Agreement is agreed to, we covenant not to bring or maintain any action or proceedings against you, because you refrain from rendering your services under this contract by reason of any strike or work stoppage (whether partial or complete) called or ordered by the Union. In such event we covenant (a) that neither the Union nor any of its representatives shall be deemed to have induced you to breach this contract, and (b) that for the direct benefit of the Union and its representatives, we will not bring or maintain any action or proceedings against them, or any of them, based upon or arising either out of the existence of this contract or out of your failure to render services under this contract. We further agree that your obligations hereunder shall be subject and subordinate to your primary obligation to the Union to obey its rules and orders."

The provisions of this Paragraph E shall survive the expiration or cancellation of this Agreement as to all such contracts with members of the Union in existence while this Agreement is in effect. The Union agrees that during the term of this Agreement it will not adopt or issue any rule or order that is in derogation of any of the terms and conditions of this Agreement.

F. The Agreement between the Company and the Employee shall separately specify the compensation to be paid to the Employee for (1) the Single Use of the material, (2) additional periods of

exclusivity, if any, beyond the period of exclusivity specified for the Single Use, (3) Re-uses, if any, (4) Foreign Supplementary Coverage, if any, and (5) Syndication Rights, if any. The said agreement may also provide that the Company shall have the option to acquire additional periods of Exclusivity or Re-uses of the material, Syndication Rights, or any of them, subject to the provisions of this Agreement.

1. In the event that such agreement provides that all or part of the compensation for additional periods of Exclusivity, Re-uses, Foreign Supplementary Coverage, Syndication Rights, or any or all of them, shall be paid to the Employee at the same time the compensation for the Single Use is paid, then such compensation shall be set forth in the following form (to the extent applicable):

$_____, of which

(a) $_____shall be for a Single Use_____
(specify type of Single Use)

(b) $_____for_____additional period(s) of exclusivity.

(c) $_____for Re-use(s).

(d) $_____to be applied for Foreign Supplementary Coverage as follows:_____.
(leave space for details)

(e) $_____to be applied for Syndication Rights as follows:_____.
(leave space for details)

(f) $_____to be applied hereafter by the Company at its option either to the acquisition of additional periods of Exclusivity, or to Re-use(s), or both, at the compensation and for periods set forth below.

Additional Periods of Exclusivity

$_____for first_____year period
$_____for next_____year period
$_____for next_____year period
$_____for next_____year period
$_____for next_____year period

Re-use(s)

$_____for first Re-use
$_____for second Re-use
$_____for third Re-use
$_____
etc.

(g) $_____to be applied_____(except for (a), (b), (c), (d), (e) and (f) above).

2. In the event that such agreement provides that the Company shall have the option to acquire additional periods of Exclusivity or Re-uses of the material, Foreign Supplementary Coverage or Syndication Rights, or any or all of them, and compensation therefor is not paid at the same time the compensation for the Single Use is paid, the additional compensation to be paid for additional periods of Exclusivity, Re-uses, Foreign Supplementary Coverage or Syndication Rights, shall, in the agreement between the Company and the Employee, be specifically set forth in the following form (to the extent applicable):

$_____, of which

(a) $_____shall be for a Single Use_____(specify type of Single Use)

(b) $_____for additional period(s) of exclusivity.

(c) $_____for_____Re-use(s).

(d) $_____to be applied for Foreign Supplementary Coverage as follows:_____(leave space for details).

(e) $_____to be applied for Syndication Rights as follows:_____(leave space for details).

(f) $_____to be applied hereafter by the Company at its option either to the acquisition of additional periods of Exclusivity, or to Re-use(s), or both, at the compensation and for periods set forth below.

Additional Periods of Exclusivity

$_____ for first _____ year period
$_____ for next _____ year period
$_____ for next _____ year period
$_____ for next _____ year period
$_____ for next _____ year period

Re-use(s)

$_____ for first Re-use
$_____ for second Re-use
$_____ for third Re-use
etc.

G. The parties have established procedures with respect to assignments and individual contracts and the Company and the Union recognize the fact that these procedures may be amended or revised during the term of this Agreement as to any signatory party or parties by agreement between the Union and the party or parties to whom the amendment or revision applies. Attached hereto is a copy of the aforesaid procedures.

H. The Company may include in the individual contract of employment a clause to the following effect:

"In the event that a substitute contract under the WGA Television Film Freelance Minimum Basic Agreement is required because the Company elects to change the means of production of the program for which material is furnished by the Employee hereunder, the Employee agrees, at the Company's request, to negotiate in good faith with the Company the terms and conditions of such a substitute contract covering said material for such different means of production. In such event, the initial aggregate compensation paid or payable hereunder shall be applied against the compensation payable to the Employee for the Employee's services and rights in connection with such different means of production."

ARTICLE XV - SERVICES NOT COVERED BY THIS AGREEMENT

The Company agrees that if it enters into an agreement with an Employee covering both services not covered by this Agreement and also services covered by this Agreement, it will pay to the Employee a sum in excess of the minimum compensation applicable to the services covered by this Agreement. The Union agrees that in such case, so long as the amount paid to the Employee is in excess of all minimum compensation required to be paid to the Employee under this Agreement and so long as the Company does not in fact allocate

all of such excess to payment for additional services or rights under this Agreement, the Company shall be conclusively presumed to have fulfilled its obligation to pay the applicable minimum compensation required by this Agreement.

ARTICLE XVI - MODIFICATION OF INDIVIDUAL CONTRACTS

A. With respect to material furnished to the Company by Employees after the effective date of this Agreement pursuant to contracts made prior to such effective date, the Employee shall be entitled to such benefits of this Agreement as are more favorable to the Employee than his individual contract of employment as of the effective date hereof, provided that with respect to the delivery of such material under term contracts:

1. If an Employee's employment contract is firm for thirteen (13) weeks or less from the effective date of this Agreement, his individual employment contract shall prevail. If the Employee's employment is continued beyond such firm period the terms of this Agreement which are more favorable to the Employee than his original employment contract shall become effective.

2. If an Employee's employment contract is firm for a period exceeding thirteen (13) weeks from the effective date of this Agreement, the Employee may elect either:

   a. to have his employment contract continue firm for the period and on the terms and conditions specified therein and without regard to this Agreement provided that in no event should the terms and conditions of his contract that are less favorable than this Agreement apply beyond the date that the Company may exercise a right of cancellation; or

   b. to have the benefits of this Agreement apply to his employment contract as herein set forth provided that the Employee gives the Company the right to terminate his employment by giving the Employee at least two (2) weeks' notice of termination to be exercised within two (2) weeks from Company's receipt of such election.

The Company agrees to notify the Employee, within two (2) weeks after the effective date of this Agreement, of the requirement that the Employee make the above election, and, upon failure of the Company to so notify the Employee, the Employee shall be entitled to the benefits of this Agreement on the same basis as if he had exercised election b. above, unless the Employee otherwise elects and so notifies the Company in writing within sixty (60) days after the effective date of this Agreement. If the Company does so notify the Employee, then the Employee

must notify the Company in writing of his election not later than two (2) weeks after such notification by the Company, and upon failure to so notify the Company, the Employee shall be deemed to have exercised election a. above.

B. The Employee shall not be entitled to such benefits of this Agreement where the grant of such benefits would conflict with any contractual obligation of the Company to any third party entered into prior to the effective date of this Agreement and the Company does not have the right to eliminate the conflict created by the said contractual obligation to such third party.

C. With respect to contracts of employment in existence prior to the effective date of this Agreement, the Company may elect in writing the manner in which it is to apply, to the extent permitted by this Agreement, that portion of the Employee's compensation which exceeds the applicable minimum compensation hereunder, but such application of compensation shall not operate to give the Company any greater rights than it would have had under the original contract.

D. Nothing herein contained shall be deemed to modify or affect the terms and conditions of any existing employment contract which are more favorable to the Employee than the terms and conditions of this Agreement.

ARTICLE XVII - REWRITES

A. In the event that a writer seeking employment under this Agreement voluntarily submits to the Company a script and the Company, although interested in the story idea contained in such script, believes, prior to employment, that the script will require drastic revisions in the story line, the Company prior to or at the time of offering employment to such writer shall so inform the writer or his agent of the nature of such revisions to the extent apparent to the Company at the time.

B. If the Company determines that material written by an Employee requires rewriting, the Company shall give to said Employee the opportunity to do the first rewrite, unless, after reasonable efforts to give reasonable notice, he is not available. The Company may require the Employee to do a total of two rewrites, but not more than two without his consent. Anyone other than the said Employee whom the Company designates to rewrite the material shall have had prior professional writing experience in the entertainment, literary or journalistic fields or editorial experience in any visual entertainment field. In the event of any rewriting the rights of the Company in the material so rewritten shall not be greater than they would have been if all such rewriting had been done by the first Employee. Where any such rewriting is done by a

production executive or supervisory employee for a program in connection with which he performs in such capacity, the rights of the first Employee in said material so rewritten shall be the same as they would have been if all such rewriting had been done by the first Employee.

C. Barring unforeseen circumstances, the Company will allow a reasonable time for rewriting, taking into consideration the extent of the rewriting required and the date set by the Company for delivery by the Employee of the revised script.

ARTICLE XVIII - COLLABORATION

A. Where two Employees agree, in good faith (and without suggestion or direction by the Company), prior to offering themselves for employment on the material in question, to collaborate as a team, such Employees shall be considered as a unit for the purposes of their minimums of compensation and benefits and such minimums shall not be increased because there is more than one Employee, but shall be divided by said Employees in accordance with the terms of a written statement signed by them and filed with the Company. An Employee shall not be deemed to have agreed, prior to employment by the Company, to collaborate when the Company requires as a condition to the employment of such Employee that he collaborate with a staff employee of the Company. In the unusual situation where a bona fide team of more than two employees otherwise meets the conditions herein, the Union agrees not to unreasonably withhold a waiver of that part of this paragraph which limits collaboration to two employees.

B. No Employee shall unreasonably refuse to collaborate with any other Employee assigned by the Company. However, where the Company assigns another Employee to collaborate with the first Employee in the writing of material, the applicable minimums of compensation shall be paid to each Employee severally and not jointly. For purposes of the Company's dealing with such Employees in regard to all other benefits, including compensation for Subsidiary Uses, all such Employees shall be considered a unit. In the event of such collaboration, the rights of the Company in the material shall not be greater than they would have been if the writing had been done by the first Employee without such collaboration.

C. Where the Company assigns as collaborator a production executive or supervisory employee, the rights of the first Employee in the material shall be the same as they would have been if the writing had been done by the first Employee without such collaboration; this provision, however, shall not apply where a bona fide collaboration was entered into prior to the Employee's employment by the Company.

D. In the event of any dispute under any of the above paragraphs between such Employees concerning the division among said Employees of compensation or other monetary benefits, the Company shall be absolved from all responsibility to said Employees upon payment of the amounts due to said Employees to the Union to be held in escrow by the Union pending solution of such dispute.

ARTICLE XIX - SPECULATIVE WRITING

A. The Company shall not employ any Employee covered by this Agreement pursuant to any arrangement whereby the right to payment is subject to contingencies of any nature whatsoever nor shall any material written by an Employee of the Company pursuant to any such speculative employment arrangement be used by the Company.

B. Before a writer is engaged hereunder, the Company shall notify such writer of the names of all other Employees of the Company who either previously were or are then working on the same material. The Company shall also notify the Employees then working on such material of the name of the writer to be engaged. Failure on the part of the Company to give any such notice shall not constitute a default by the Company or a breach of this Agreement if the Company shall, within three (3) days after receipt of a written request from the Union for the names of all Employees assigned to any material specifically designated in such request, notify the Union of the names of all Employees who on the date of the receipt of the Union's request are working on such material and the date on which such Employees were assigned to such material. Such request shall be made by the Union in good faith and only in cases where the Union has reason to believe that such notices to writers have not been given.

C. In seeking employment under this Agreement, any writer may submit his material to another prospective employer if a bona fide offer of employment has not been made to him by the Company within fifteen (15) days after submission of his material to the Company.

ARTICLE XX - WARRANTY AND INDEMNITY

A. The right of the Company to contract with individual Employees on terms not inconsistent with the provisions of this Agreement includes the right to contract with any such Employee for such warranty of originality of the Employee's work and such indemnity against claims relating to the material by third parties as may be mutually agreed upon between the Employee and the Company, but in no event shall the Employee be required to warrant or indemnify except with respect to the material furnished by him, or the use thereof. With respect to material

for programs other than documentary programs, the Employee's warranty that his material does not invade the privacy of any person, and the indemnity relating thereto, shall not apply except where the Employee knowingly uses such person's name or personality in his material or, in the exercise of reasonable prudence, should know that a claim would or might be asserted that such material invades the privacy of such person.

With respect to material for documentary programs,

(i) the Employee's warranty that his material does not invade the privacy of any person, and the indemnity relating thereto, shall not apply except where the Employee knows or, in the exercise of reasonable prudence, should know that a claim would or might be asserted that such material invades the privacy of such person,

(ii) the Employee's warranty that his material does not invade the privacy of any person, and the indemnity relating thereto, shall not apply if:

a) the Employee, as soon as reasonably possible, and in any event prior to the broadcast of such material, informs the Company that the Employee has reason to believe that a claim would or might be asserted that such material invades the privacy of any such person and discloses to the Company all information and facts which he knows relating thereto, or

b) at such time as he would so inform the Company pursuant to the provisions of subsection (a) above, he knows that all such facts and information relating to such possible claims are already known to the Company.

B. The Company shall have no liability with respect to any claim by an Employee previously compensated under this Agreement where such claim is based on use by the Company of material acquired under this Agreement by the Company in good faith from another Employee.

C. The Company shall indemnify the Employee against any and all damages, costs and expenses, including but not limited to attorneys' fees, and shall relieve the Employee of any and all liability of any nature whatsoever, in connection with any claim or action with respect to any matter or the use thereof by the Company where such matter, as between the

Employee and the Company, is furnished by the Company. The Company, upon the presentation of any such claim or the institution of any such action, shall promptly notify the Employee, giving him full details thereof. Pendency of any such claim or action shall not relieve the Company of its obligation to pay to the Employee any monies due to the Employee with respect to the material contributed by him.

D. 1. Should an action be instituted against the Company claiming that the material contributed by an Employee is a violation of any right of any other person, the Company shall forthwith serve a written notice upon the Employee containing the full details of such action. Notwithstanding the commencement of such action, the Company shall continue to pay to the Employee any monies due the Employee for services under this Agreement unless, with respect to the specific employment hereunder out of which the action arose, the Company shall, from and after the date of the service of the summons, deposit said monies in escrow with the Union as and when they would otherwise be payable.

2. Before agreeing to any settlement of such action, if the Company desires to retain recourse to the indemnity agreement of the Employee, the Company shall notify the Employee by letter or telegram at the last address supplied to the Company by the Employee in connection with the specific employment hereunder out of which the action arose (with a copy to the Union) of the possibility of settlement and the Employee shall promptly contact the person signing the Company's notice or the person designated in such notice to discuss the matter, provided that if the Employee fails so to contact the Company within five (5) working days after the mailing or sending of such notice, the Company shall be free to make any settlement it elects. If the Employee contacts the Company and does not consent to the proposed settlement, then the Company may either (a) make a settlement and forego its rights under the Employee's indemnity agreement with respect to such settlement, or (b) require the Employee to furnish a bond with good and sufficient surety in form satisfactory to the Company and in an amount which when added to the amount, if any, then held in escrow hereunder shall equal five times the amount of the proposed settlement, or the amount claimed in the action, whichever is less.

Upon the failure of the Employee to furnish such bond within three (3) working days, then the Company shall have the right to settle such action and shall retain all of its rights under the Employee's indemnity agreement.

3. If the said action shall be finally adjudicated in favor of the Company or the Company has foregone its rights under the Employee's indemnity agreement pursuant to the next preceding paragraph there shall be released and paid to the Employee all the sums held in escrow. If the said action shall be finally adjudicated adversely to the Company or the Company settles the action but retains recourse under the Employee's indemnity agreement, the amount held in escrow shall be released to the Company to the extent of such damages or settlement, costs and expenses including but not limited to, attorneys' fees, and the balance shall be paid over to the Employee. For purposes of this Paragraph D.3., a settlement made under the supervision of the trial court shall be treated in the same way as a final adjudication adverse to the Company.

4. In the case of any final disposition of any such action by adjudication or settlement adverse to the Company where the Employee claims that any part of the amount of such judgment or settlement is not properly attributable to material furnished by him and the Company disputes such claim, the Union shall continue to hold in escrow the amount so in dispute until such dispute is settled under the grievance procedure provided for in this Agreement.

E. Should a claim be presented to the Company alleging that the material contributed by an Employee is a violation of any right of any other person, the Company shall forthwith notify the Employee in writing at the last address supplied to the Company by the Employee in connection with the specific employment hereunder out of which the claim arose setting forth the full details of such claim.

Notwithstanding the pendency of such claim, the Company shall continue to pay to the Employee any monies due the Employee for services rendered under this Agreement unless, with respect to the specific employment out of which the claim arose, the Company shall from and after the receipt of such claim deposit said monies in escrow with the Union as and when they would otherwise be payable. If any such claim shall be with respect to the material contributed by an Employee for an Episodic Series or Serial and the Company has the right under its contract with the Employee to terminate such contract because of the pendency of a claim, and

1. the Company exercises such right to terminate such contract then the Company shall pay to the Employee, as and when due, any monies due the Employee up to the effective date of such termination and any monies to become due to the Employee under the terms of such contract unless, with

respect to the specific employment out of which such claim arose, the Company shall from and after the receipt of such claim deposit said monies in escrow with the Union as and when they would otherwise be payable; or

2. the Company does not exercise such right to terminate such contract, the Company shall continue to pay to the Employee any monies due the Employee.

If an action is brought within twelve (12) months after receipt of claim by the Company, then the provisions of Paragraph D of this section shall apply. In the settlement of any claim during such twelve (12) month period where no action has been brought, the procedure outlined in Paragraph D with respect to the settlement of action shall be followed and the provisions of Paragraph D shall apply to any such settlement. If no such action is brought or settlement made, there shall be released and paid to the Employee all of such sums held in escrow, but without thereby affecting the agreement of the Employee to indemnify the Company.

ARTICLE XXI - PROFESSIONAL STATUS OF WRITER

A. It is mutually recognized that a writer is a creative, professional employee, and as such shall use his best efforts to maintain and improve the quality of television writing and will make every effort to meet reasonable production deadlines and, subject to the provisions of Article XVII hereof, aid in the making of cuts, revisions and changes when requested or required to do so.

B. The Employee shall be entitled to attend all writing conferences and rehearsals dealing with material prepared or written by him and the Company shall, upon the Employee's request, inform him in advance of all such conferences and rehearsals. If the Company is unable to reach the Employee to so inform him, the Company shall so inform the Employee's agent of such conferences or rehearsals. The Employee's discussions at rehearsals shall be restricted to material prepared or written by him and he shall not carry on such discussions with anyone other than the producer or director of the program or their designees.

ARTICLE XXII - EMPLOYMENT PRACTICES

The Company represents that it has not and agrees that it will not discriminate against applicants for employment because of sex, race, creed, color, or national origin.

The Company represents that it has not and agrees that it will not enter into agreements for the establishment for the industry of

political criteria as the basis for employment. Any action taken by the Company in the exercise of its independent judgment in connection with the employment of any person by it or by those furnishing material for broadcasting for or by the Company shall not be deemed to be an agreement for the establishment for the industry of any such criteria.

The Company and the Union agree that they will cooperate with and participate in any reasonable and proper efforts on an industry basis to work out methods of preventing injury to the reputation and earning capacity of individuals which would result from charges that an individual is engaging in subversive activities and/or holds certain political beliefs and/or has certain political affiliations where such charges are based on surmise or rumor. Each signatory to this Agreement agrees that it will cooperate and participate in the aforesaid efforts. The Company further agrees to abide by such methods which have been worked out on an industry basis and agreed to by it.

Any dispute under the provisions of this Article shall be submitted to the Grievance Committee in accordance with the provisions of Article XXVII hereof but shall not be subject to arbitration.

ARTICLE XXIII - TRANSFER OF RESPONSIBILITY

A. The Company agrees that it will not, for the purpose of defeating or evading this Agreement, transfer responsibility to any third party for any part thereof nor change or transfer its operations in whole or in part to other places. Nothing in this Agreement, however, shall be construed to prevent the Company from entering into and carrying out the terms of an agreement of bona fide sale, assignment, or license to a third party of any right, title and interest which the Company possesses in any contract or material, subject, however, to any applicable terms of this Agreement.

B. If the Company assigns the production of television programs to a subsidiary organized by it and in which it owns majority voting control, the Company agrees to cause said subsidiary to enter into a collective bargaining agreement with the Union upon terms identical with the then existing terms of this Agreement.

C. The Company agrees that in the event of any merger, consolidation, sale or assignment by which the assets or business of the Company are transferred to a third party, the Company will give written notice to the Union promptly after the filing of an application with the Federal Communications Commission for approval of such transaction or promptly upon the consummation of said transaction, whichever date is earlier.

D. If the Company shall sell, transfer, assign or otherwise dispose of its television rights in any television program recording for purposes of syndication, it shall obtain from such purchaser, transferee or assignee, (hereinafter called the "Buyer"), a separate agreement made expressly for the benefit of the Union and its members, requiring such Buyer to comply with the provisions of this Agreement with respect to payment(s) to Employee or Employees pursuant to Article VI hereof and with the credit provisions of this Agreement. Such agreement shall be substantially in the following form:

> " (hereinafter referred to as buyer) hereby agrees with (Company) that all recordings of television programs covered by this Agreement are subject to the 1968 WGA Television Freelance Minimum Basic Agreement, and particularly to the provisions thereof pertaining to payment(s) to employees pursuant to Article VI of the aforesaid Agreement and with the provisions relating to credits and said (buyer) hereby agrees, expressly for the benefit of the Union and its member(s) affected thereby, to abide by and perform the provisions of said Agreement and make the payment(s) required thereby and to cause the requisite credits to be given. (Buyer) also agrees that the Union may require (buyer) to post an adequate bond to insure such payment(s), guaranteed by a fidelity and/or surety company authorized by the laws of the State of New York or California to transact business. It is expressly understood and agreed that the rights of (buyer) , to telecast such recordings shall be subject to and conditioned upon the prompt payment to the Employee(s) involved of the royalty payment(s) as provided for in Article VI of said Agreement and buyer's abiding by the credit provisions of said Agreement and it is agreed that Union shall be entitled to injunctive relief and damages against (buyer) in the event such payment(s) are not made or such credit be not given."

The Company agrees to give notice to the Union of each sale, assignment or transfer of a recording of a television program for use in syndication which such recording is subject to this Agreement, together with the name and address of the purchaser, assignee or transferee, and to deliver to the Union a copy of the above referred to assumption agreement. The Company may give said notice within six (6) months prior to, or at any time subsequent to, entering into such transaction. Within ten (10) days following the receipt by the Union of the aforesaid notice, the Union shall notify both the Company and the Buyer or prospective Buyer of its election to have a bond posted. If the Union fails so to elect and notify the Company and the Buyer or prospective Buyer within the ten (10) day period as aforesaid, it shall be deemed to have waived its right to require the posting of such bond.

Upon compliance by the Company (and the Buyer, in the event the Union elects to have it post a bond as aforesaid) with the provisions of this Paragraph D, the Company shall not be further liable to the Union or writer for the payment of such royalty payment(s) and the Union will look exclusively to the purchaser or assignee for such payment.

ARTICLE XXIV - EQUAL TREATMENT FOR COMPETING EMPLOYERS

Should the Union, in the opinion of the Company, by contract or regulation after the effective date hereof, give terms more favorable than those included in this Agreement governing the employment of writers of the type covered by this Agreement to any other employer engaging in the presentation of a program on a national network which employer is in substantial competition with the Company with respect to the type of activity for which such writers are employed, the Union shall be bound to give the benefit of the more favorable contract (if hereafter entered into, or the more favorable revised terms of any presently existing contract), but only in its entirety, to the Company upon written request from the Company. This does not apply to waivers given by the Union in special instances, if such waivers be given in good faith and without intent either to evade this clause or to give an unfair competitive advantage.

ARTICLE XXV - INDEPENDENT PACKAGE PRODUCERS

Nothing in this Agreement shall be construed as preventing the Company from buying package shows from independent package producers; provided that the Company must, in its agreement with such packager, include a provision requiring such packager to adopt and conform to this Agreement as well as to sign a Letter of Adherence thereto. The Union agrees with the Company that, if such packager signs such Letter of Adherence, the Union will not strike against the independent packager so as to create program emergencies for the Company.

ARTICLE XXVI - POSTING OF BONDS

The Union reserves the right, in the event it determines that a particular Company is not reliable or financially responsible, to require the posting in advance of an adequate bond, cash or other security.

ARTICLE XXVII - GRIEVANCE MACHINERY

A. It is the intention of the parties that all disputes, whether or not arbitrable, shall be adjusted promptly and amicably between the parties to such dispute by direct discussion, where possible, or under the grievance procedure hereinafter provided. This provision shall not be construed as a waiver or relinquishment of any right or privilege of Employees or of the Union under Section 9(a) of the National Labor Relations Act, as amended.

B. There shall be established within ten (10) days after the execution of this Agreement a Grievance Committee consisting of eight (8) members, four (4) to be appointed by the network

Companies (one member to be appointed by each: ABC, CBS and NBC; the fourth member to be selected by such members appointed by ABC, CBS and NBC) and four (4) to be appointed by the Union. Substitutions may be made at any time and from time to time by the party making the original appointment. Meetings of the Grievance Committee shall be held either in New York, N[illegible] or in Los Angeles, California, wherever the grievance arises, unless otherwise mutually agreed to by the Company and the Union. No matter shall be considered by the Grievance Committee unless a quorum is present. A quorum shall consist of eight (8) members.

C. In the event of a dispute between the Company and an Employee or between the Company and the Union, the party claiming to be aggrieved shall send by registered mail to the other party a notice setting forth the substance of his alleged grievance. In each case a copy of such notice shall be simultaneously mailed to ABC, CBS and NBC, and to the Union.

D. Within five (5) working days after the mailing of notice of grievance, the Grievance Committee shall meet to consider the dispute. However, the parties involved in the dispute may mutually agree to waive the provisions of this Agreement calling for a meeting of the Grievance Committee.

E. 1. If the grievance is one which is not arbitrable under Article XXVIII of this Agreement and if it is not settled by agreement between the parties involved within ten (10) working days from the date of mailing a notice of such grievance, the Grievance Committee proceedings shall be deemed to be finally terminated and the party claiming to be aggrieved shall be remitted to whatever remedies he may have at law.

2. If the grievance is one which is arbitrable under Article XXVIII of this Agreement, and if it is neither determined by unanimous decision of the Grievance Committee as hereinafter provided, nor adjusted by agreement between the parties involved within ten (10) working days of the date of mailing notice of such grievance, the party claiming to be aggrieved shall have the right within thirty (30) days after the end of said ten (10) day period to submit such grievance to arbitration as hereinafter provided; provided that any such grievance not submitted to arbitration within said thirty (30) day period shall be deemed to have been abandoned. If within the above-mentioned ten (10) day period, the Grievance Committee reaches a unanimous decision on the disposition of such grievance, such decision shall be final and binding upon the parties and upon any Employee involved and such grievance shall not thereafter be subject to arbitration but shall have the same effect as an arbitration award.

F. In any subsequent arbitration or other proceeding, no reference shall be made to the grievance proceeding, or to any statements or discussions therein, or to the failure of the Grievance Committee to adjust the matter. This Paragraph F shall not be construed to apply to any matter which has been determined by a unanimous decision of the Grievance Committee in accordance with Paragraph E.2. above.

ARTICLE XXVIII - ARBITRATION

A. Disputes, claims or controversies (hereinafter called disputes) which are arbitrable within the meaning of this Agreement shall consist only of issues involving the interpretation, application or breach of any express provision(s) of this Agreement. Any dispute arising out of or in connection with an individual contract of employment (whether overscale or not, and whether at the minimum terms and conditions of this Agreement or better) shall be arbitrable within the meaning of this Agreement, if such dispute relates to terms of compensation or other subject matters expressly covered by this Agreement. The arbitrators shall not have the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.

B. The procedure under this section shall be in accordance with the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association, except as may be hereinbelow otherwise provided:

1. The party desiring to submit any such arbitrable dispute to arbitration (hereinafter referred to as the "complainant") shall serve by mail on the other party (hereinafter referred to as the "respondent") a demand in writing setting forth the dispute to be arbitrated and the relief which the complainant requests.

2. The respondent shall, within eight (8) days of the mailing to him of the complaint, serve by mail a written answer on the complainant. Where the copy of the complaint is mailed to a respondent at an address more than five hundred (500) miles from the place of origination of the program involved in the dispute, the respondent shall have five (5) additional days to mail his answer. If no written answer is served within such periods, the respondent nevertheless will be deemed to have entered a general denial of the allegations of the complaint, and the failure to serve any such written answer shall be without prejudice to any defense the respondent may wish to make during the arbitration proceedings.

3. The complainant and the respondent, within three (3) days after the expiration of the time to answer, shall each appoint an arbitrator and within such period shall mail to the other party and to the American Arbitration Association the name and address of such arbitrator. If an Employee is a party to the proceeding, the arbitrator to be appointed by such Employee shall be appointed by the Union and shall have the approval of the Employee. The Union shall certify simultaneously with the naming of such

arbitrator that said appointee has been approved by the Employee. When the Union is a party to the proceeding, it may appoint as arbitrator a member of the Union other than an officer or Council member; and such member shall not be disqualified merely because of such membership, provided that he shall have disclosed such membership to the parties and to the other arbitrators. When the Union is a party to the proceeding, the arbitrator appointed by the Company shall disclose to the parties and to the other arbitrators any connection, past or present, with the Company. If either party fails to appoint an arbitrator as above provided, the American Arbitration Association shall make the appointment in accordance with the rules of the said Association.

4. Within five (5) days after the appointment of the two arbitrators as aforesaid, the American Arbitration Association shall appoint a third arbitrator, such third arbitrator to be selected from among the persons named on a list approved by the Union on the one hand and ABC, CBS and NBC on the other hand, such list in no case to exceed ten (10) names. The list approved by the parties is on file in the New York offices of the Union and of each of the network Companies. Such list may be revised by mutual consent from time to time.

5. If all the parties to a dispute agree, the arbitration proceeding may be conducted before one arbitrator. In that event, the arbitrator shall be mutually agreed upon by the Company and the Union (with the approval of the Employee if a party to the proceeding), within ten (10) days of the mailing of the complaint. If an Employee is a party to the proceeding, the Union shall certify, at the time it agrees to such single arbitrator, that such agreement is with the approval of the Employee.

6. The hearing shall be held on seven (7) days' notice and shall be concluded within fourteen (14) days from the first hearing, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be made within seven (7) days after the close of the submission of evidence and of briefs, if any. Unless the parties to the dispute otherwise agree, or the arbitrators otherwise direct, the place of arbitration hereunder shall be the place of origination of the program involved in the dispute.

7. No arbitration award shall exceed the stipulated terms set forth in this Agreement or in the employment contract, whichever is greater, except that if the terms of such employment contract provide no measure in dollar amounts, the award shall not exceed the relief claimed in that

connection in the complaint. The arbitrators are also empowered to require specific performance of a contract, or in the alternative to award money damages, and have power to grant any other remedy or relief, injunctive or otherwise, which they deem just and equitable, provided that relief by way of specific performance or injunction may be granted only under circumstances where such relief could be granted in an action at law or a suit in equity. The arbitrators may determine and indicate in their written award by whom and in what proportic the cost of arbitration, excluding attorneys' fees, shall be borne.

8. The arbitrators are also empowered to render a preliminary award for such amounts as they determine to be then due where the exact total amount to which the successful party will be ultimately entitled cannot be then determined, and to keep the proceedings open for future determination of such additional amounts. Subject to the restrictions in Paragraph 7 above, the arbitrators are also empowered to grant preliminary relief by way of injunction.

9. No decision and/or award by the arbitrators shall be binding upon the parties unless reduced to writing and concurred in by a majority of such arbitrators. Judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

10. No decision, award or judgment upon an award in one arbitration proceeding hereunder may be cited or referred to in another arbitration proceeding (except between the same parties) conducted in accordance with this provision.

11. If the dispute cannot be determined without joining a party or parties other than the complainant and respondent named in the arbitration, the arbitrators shall request that such other party or parties join in the arbitration. All signatories to this Agreement hereby consent to be joined in any such arbitration proceeding if so requested by such arbitrators. If such other party or parties be not signatories to this Agreement and refuse to be so joined, the arbitration proceeding shall be discontinued and the parties to the dispute shall be left to their rights and remedies under another arbitration proceeding or at law.

C. The Union shall be an ex-officio party to all arbitration proceedings under this Agreement in which any Employee is involved, and the Union may do anything which an Employee named in such proceeding might do and the Employee shall be bound by any such action of the Union. The above provision shall not apply beyond the date on which the Employee gives written notice to the Company, which notice may in no case be given later than

the beginning of the arbitration hearing, that with respect to such proceeding, he has notified the Union in writing that he has revoked the above authorization of the Union to act for him. In such event the Employee shall be bound by any action taken on his behalf by the Union prior to the receipt of such notice by the Company. Copies of all notices, demands, and other papers served or filed by any party in arbitration proceedings, and copies of all notices, actions, or proceedings in court with respect to such proceedings, shall be promptly filed with the Union in the same manner as such services and filing is effected with respect to the other parties.

D. Except as otherwise provided in Paragraph B 11. above, the parties agree that the agreement to arbitrate contained in this section shall be a complete bar to any suit, action or proceeding instituted in any federal, state or local court, or before any administrative tribunal, with respect to any dispute which is arbitrable as set forth above. The arbitration provisions of this Agreement shall, with respect to such dispute, survive the termination or expiration of this Agreement.

E. With respect to issues other than those arbitrable under Paragraph A above which arise out of or in connection with an individual contract or employment, insofar as such contract or employment relates to services covered by this Agreement, the Company agrees to include in each such contract a provision that such disputes shall, at the option of the party demanding arbitration, be submitted to arbitration under the procedure set forth herein.

ARTICLE XXIX - NO LOCKOUT - NO STRIKE

A. The Company agrees that, during the existence of this Agreement and so long as the Union performs its obligations hereunder, it will not lockout any of the Employees covered by the terms hereof, unless and until the Union fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award.

B. The Union agrees that, during the existence of this Agreement and so long as the Company performs its obligations hereunder, it will not strike against, picket or boycott the Company as to the Employees covered by this Agreement with respect to services rendered hereunder, unless and until the Company fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award. To the extent that the Union has agreed not to strike, picket or boycott, it will

order its members to perform their contracts with the Company and will at the same time order them not to strike against, picket or boycott the Company.

In the event of any strike by any other unions or by the Union concerning members or matters not covered by this Agreement, those Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

C. The Company will not discipline nor discriminate against any Employee because of his refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company, if such picket line is not in violation of any existing agreement between the Company and the Union.

ARTICLE XXX - PENSION PLAN AND PENSION TRUST FUND

A. The Company agrees that, pursuant to the Pension Plan hereinafter described, it will contribute to a WGA Pension Trust Fund for the Broadcast Industry (hereinafter called the Pension Trust Fund).

B. The Pension Plan shall remain qualified under the provisions of the Internal Revenue Code, Subtitle A, Chapter 1, Subchapter D of 1954, as amended, so that the contributions made by the Company to the Pension Trust Fund are deductible expenses. The Pension Trust Fund shall remain qualified under the provisions of the Internal Revenue Code, Subtitle A, Chapter 1, Subchapter F of 1954, as amended, so that the Pension Trust Fund is exempt from income taxation under Subtitle A.

C. The Pension Trust Fund has been established by a Pension Trust Agreement signed by the Company and the Union and is administered as follows:

1. The Pension Trust Fund is administered by six (6) named Trustees, three (3) designated by the Union and three (3) designated by the network Companies. In addition, the Union and network Companies have each designated alternate trustees who shall serve in the place and stead of any Trustee appointed by the same party (either Union or network Companies) in the event any such Trustee is unable to serve at any given time by reason of absence, illness or other incapacity. The Union [illegible] the network

Companies may, at any time in their discretion, on written notice to all the Trustees and alternate trustees then in office, appoint a successor or successors for any one or more of the Trustees or alternate trustees appointed by them, either for the purpose of filling a vacancy created by death, disability, or resignation of a Trustee or alternate trustee or of removing and replacing a Trustee or alternate trustee then in office. The written notice shall contain the name or names of the person or persons appointed and the name or names of the person or persons they replace. The Trustees shall act by majority vote.

2. A Company, other than a network Company, who signs this Agreement or a Letter of Adherence, shall be bound by the Pension Trust Agreement and shall be deemed to have appointed the Trustees, alternate trustees, and successors named by each of the network Companies as its Trustees and alternate trustees in the Pension Trust Fund.

3. The Trustees shall, with the monies contributed to the Pension Trust Fund, purchase deferred annuity contracts to be issued to the Trustees of the Pension Trust Fund. The contracts so purchased by the Trustees shall provide for retirement benefits based upon contributions made by the Companies on the Employees' behalf and shall also provide for death benefits in the event of death, either before or after retirement. Except as hereinbefore specifically provided, the Trustees shall determine the form, nature and amount of benefits and the rules of eligibility for such benefits.

4. No portion of the contribution paid to the Pension Trust Fund by a Company may be paid to or may revert to the Company or to any other Company even in the event of termination of the Pension Trust Fund. Any dividends or surplus in the Pension Trust Fund shall be used to purchase additional annuities and benefits for the Employees.

5. For the purposes of proper and efficient administration, it is understood and agreed that the Pension Trust Fund referred to in this Agreement is the same as the one referred to in the Freelance Radio Minimum Basic Agreement and the WGA-Network Documentary Television Film Minimum Basic Agreement and the same Trustees shall administer the plan created by the three agreements as a single Pension Fund.

D. 1. The Company will contribute to the Pension Trust Fund a sum equal to five (5%) per cent of the gross compensation due an Employee for writing services performed under this

Agreement. With respect to an Employee performing writing services covered by this Agreement and also services not covered by this Agreement the Company shall be required to contribute hereunder only with respect to the compensation due such Employee for the writing services performed under this Agreement.

2. The contributions required hereunder shall be made by the Company within 15 days after the end of each quarter in each contract year and shall be based upon gross compensation due the Employees during such quarter in such contract year for writing services performed under this Agreement. As used herein the term "contract year" means the period commencing October 1 and terminating September 30 of the following calendar year.

3. Notwithstanding anything above to the contrary, the maximum contribution which each Company shall be required to make to the Pension Trust Fund in any contract year with respect to each Employee, either under this Agreement (or its predecessor) or under the Freelance Radio Minimum Basic Agreements or under the WGA-Network Documentary Television Film Minimum Basic Agreements, or under any two (2) or more of such Agreements combined, based upon the gross compensation of an Employee shall not exceed $2,750.00 with respect to a Company and an Employee in any contract year.

E. The Company and the Union will furnish to the Trustees at their request any information which is necessary for the proper and efficient administration of the Pension Trust Fund.

ARTICLE XXXI - SEPARATE AGREEMENTS

Except as herein otherwise expressly provided, this Agreement shall be construed as a separate agreement between the Union and each Company signatory hereto and it is expressly agreed that no default or breach of this Agreement by any such Company shall constitute a defalut or breach by or impose liability on any other Company, and it is further expressly agreed that a default or breach by the Union as to one Company shall not constitute a default of the Union as to any other Company. Termination of this Agreement as to any Company signatory hereto shall not affect the Agreement as to any other Companies signatory hereto.

ARTICLE XXXII - LETTERS OF ADHERENCE

The term "Company," as used in this Agreement, shall include any signatory to a Letter of Adherence, including but not limited to advertising agencies, independent packagers, and program sponsors, who employs writers hereinafter called "Employees" covered by this Agreement and who signs a Letter of Adherence. Such letters of Adherence are binding upon the signatories except that if written notice of non-adherence with regard to any program is given to the Union by an advertising agency signatory at least ten (10) days before the engagement of an Employee, then the Union reserves all its rights with respect to said program, free from any limitation in this Agreement. Such Letter of Adherence must be delivered to the Union directly at either of the addresses set forth below or via a network Company signatory, and shall be in the following form:

"WRITERS GUILD OF AMERICA, EAST, INC.
1212 Avenue of The Americas
New York, New York 10036
and
WRITERS GUILD OF AMERICA, WEST, INC.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Sirs:

We have received a copy of the 1968 WGA Television Freelance Minimum Basic Agreement and we are familiar with its terms. We join in the desire to promote stability in the broadcasting industry and to maintain harmonious relations with the Union and its members.

To that end, we agree to abide by and conform to all the terms and conditions of the above-mentioned Agreement.

Without limiting the generality of the foregoing, the undersigned agrees to:

1. All of the Grievance Procedure and Arbitration provisions of the aforesaid Agreement.

2. All of the Pension and Health and Welfare provisions in the aforesaid Agreement, and agrees to be bound by

   (a) the Agreement and Declaration of Trust dated November 1, 1960, including amendments thereto, establishing and governing the WGA Pension Trust Fund for the Broadcast Industry, and

(b) the Agreement and Declaration of Trust dated June 6, 1968, including amendments thereto, establishing and governing the Writers Guild - Producers Broadcast Industry Health Benefit Fund;

and more specifically, we hereby appoint the Producer Principal and Alternate Trustees named therein and/or their successors.

While this Letter of Adherence is in full force and effect, we shall be entitled to all the rights, benefits, privileges and immunities granted to the Company in the above-mentioned Agreement on the conditions therein stated.

The undersigned agrees to grant to all Employees covered by the aforesaid Agreement the benefits of the terms and conditions thereof, on the basis outlined therein. Thus, with respect to Employees whose services were contracted for prior to the effective date of such Agreement, the Employee shall, to the extent provided in the aforesaid Agreement, be entitled to the benefits of such Agreement which are more favorable to the Employee than his individual contract of employment effective as provided in Article XVI of said Agreement.

Very truly yours,

_____
Company

Dated:_____

By:_____

Title_____

Company address:

_____

_____ "

With respect to advertising agency signatories the second paragraph of such Letter of Adherence shall contain after the word "Agreement" the following:

> ". . .unless as to any program we give you written notice to the contrary at least ten (10) days before the engagement of an Employee, as defined in Article I, for such program."

And the first sentence of the fifth paragraph shall begin with the following clause:

> "Subject to its right to advise you to the contrary as hereinbefore provided, . . ."

ARTICLE XXXIII - SEVERABILITY

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the parties that this Agreement would have been accepted even if such invalid provisions had not been included.

ARTICLE XXXIV - MODIFICATION OF AGREEMENT

No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

ARTICLE XXXV - CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of New York.

ARTICLE XXXVI - HEALTH AND WELFARE FUND

Company agrees that it will contribute to the Writers Guild - Producers Broadcast Industry Health Benefit Fund (herein called the Health & Welfare Fund) created by the Agreement and Declaration of Trust dated June 6, 1968, a sum equal to two per cent (2%) of the gross compensation due an Employee for writing services performed under this Agreement; provided that the maximum contribution which each Company shall be required to make to the Health & Welfare Fund with respect to each Employee, either under this Agreement or under the WGA-Network Documentary Television Film MBA or under the WGA Freelance Radio MBA, or under any two or more of such Agreements combined, based upon gross compensation of an Employee, shall not exceed $1100 with respect to a Company and an Employee in any contract year.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures as of the day and year first above written.

AMERICAN BROADCASTING COMPANY, A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

PROCEDURES WITH RESPECT TO ASSIGNMENTS AND INDIVIDUAL CONTRACTS REFERRED TO IN ARTICLE XIV G.

1. Each Company will appoint a person or persons authorized to make deals with writers. The Company will make available to the Union blank copies of form contracts, if any.

2. Any representative of the Company may discuss with a writer the possibility of an assignment, provided that the status of the Company representative is made known to the writer, but in no event shall such assignment be made or undertaken unless such representative is authorized to contract on behalf of the Company.

3. If the writer and such representative of the Company are agreeable to an assignment to the writer being made, the writer (or anyone designated by the writer to make commitments on his behalf) and such representative, if he is authorized to contract on behalf of the Company, or, if such representative is not authorized to contract on behalf of the Company, then a representative of the Company who is so authorized, will discuss terms of the engagement. The Company shall not request or require of the writer the submission of material or the performance of any writing services prior to discussion and agreement on the terms of the engagement.

4. When the writer and such authorized representative have reached agreement, the assignment will be firm; a formal contract will be forwarded to the writer within ten (10) days; the writer will return the contract, signed, within ten (10) days or within such period will raise objections to specific clauses in the agreement. These time periods shall apply except for extraordinary circumstances.

5. Disputes are to be resolved as rapidly as possible and both parties will endeavor in good faith to have a signed contract in existence prior to the telecast of the material covered.

SCHEDULE A

As referred to in Article VI - E.1.

1. Definition of High and Low Budgets. For the purpose of this Schedule A:

a. "High Budget" films shall be films whose negative cost equals or exceeds the following amounts for the appropriate length of program:

15 minutes or less	$16,500
30 minutes or less but more than 15 minutes	27,500
60 minutes or less but more than 30 minutes	52,250
90 minutes or less but more than 60 minutes	92,000

120 minutes or less but more than 90 minutes

125,000

b. Films in the foregoing categories whose negative cost is less than the amounts indicated above shall be "Low Budget" films.

c. "Negative cost" shall be deemed to include all actual costs and expenses of production including overhead and, except to the extent hereinafter provided, excluding deferments. If no overhead has been charged, an amount equal to twenty per cent (20%) of all direct charges shall be added to represent an overhead charge. If more than fifty per cent (50%) of the cost of any item is deferred, the negative cost of the film shall be revised to include a charge of not less than fifty per cent (50%) of the total cost of such item including the amount deferred.

If the compensation of any actor, writer, director or producer shall include a participation in the receipts of a film and the initial salary paid such Employee shall be less than

(i) one hundred per cent (100%) of his established television salary, or

(ii) fifty per cent (50%) of his established theatrical motion picture salary, if he has not established his television salary,

the negative cost shall be revised to include an amount equal to such established television salary or fifty per cent (50%) of such

established theatrical motion picture salary, as the case may be. The "established theatrical motion picture salary" for the purposes hereof shall be determined by dividing the total compensation earned by the Employee in theatrical motion pictures during the year immediately preceding the assignment in question by the total weeks and fractions thereof worked for such compensation. Any dispute relating to the determination of the negative cost of a film shall be resolved by a Price Waterhouse audit, the costs of which shall be borne equally by the Producer and the Union.

2. Rates. For STORY AND TELEPLAY where the same Employee of Employees prepare both for all television films, except Serials, the applicable rate shall be the rate set forth in the 1966 WGA Television Film Freelance MBA (or its successor agreement then applicable).

3. The Union acknowledges that with respect to Adaptations there may be unusual situations in which the appropriate teleplay rate is applicable rather than the story and teleplay rate.

4. With respect to certain news programs and specific time periods for which rates are not set forth in the Film MBA, the Union agrees to discuss the matter with the Company at the time that the syndicated use of any such program is under consideration by the Company.

5. With respect to sketches, comedy-variety programs, and quiz and audience participation programs, as provided in Article XI A c., e., and f. respectively of the 1968 WGA Television Freelance MBA, it is the parties' intention that the comparable rates in the Film MBA shall apply.

6. The Union also agrees to discuss with the Company an applicable rate for Serials at the time that the syndicated use of any Serial is under consideration by the Company.

As of October 1, 1968

Writers Guild of America, East, Inc.
and
Writers Guild of America, West, Inc.
1212 Avenue of the Americas
New York, New York 10036

Dear Sirs:

This letter will confirm our understanding concerning the addition of non-term Employees on Comedy-Variety programs where all of the other Employees on the program are employed under term contracts. Where such Employee is being added because of requirements of a special guest or special host to prepare special material for a particular program in the series, the Union will grant an automatic waiver upon application by the Company to permit such Employee to be employed. The Union agrees to consider applications for waivers to employ non-term Employees with term Employees in other situations where reasonably required by the circumstances of production of a particular program. Such additional Employee shall be paid at least the program minimum but the addition of such Employee shall not in any way increase the total minimums required under Article XI A 1.e.(3), or the individual minimums of any of the regular term Employees of the program.

Yours truly,

AMERICAN BROADCASTING COMPANY, A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

Accepted and Agreed to:

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

As of October 1, 1968

Writers Guild of America, East, Inc.
and
Writers Guild of America, West, Inc.
1212 Avenue of the Americas
New York, New York 10036

Dear Sirs:

This letter will confirm our understanding concerning the rights of the Company to have outlines or assigned outlines revised. The Company may require the Writer to make such revisions as may be reasonably necessary to conform such outlines or assigned outlines to the requirements of a particular program.

Yours truly,

AMERICAN BROADCASTING COMPANY, A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

Accepted and Agreed to:

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

As of October 1, 1968

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.
1330 Avenue of the Americas
New York, New York 10019

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52 Street
New York, New York 10019

NATIONAL BROADCASTING COMPANY, INC.
30 Rockefeller Plaza
New York, New York 10020

Re: Foreign Supplementary Coverage

Gentlemen:

The following represents our understanding with respect to Foreign Supplementary coverage.

A. As part of supplementary coverage incident to national television network rights, the Company, subject to agreement with each writer of material for the program, may, either simultaneously with or within forty-eight (48) hours following the date of the original "Single Use" or of each "Re-Use" of a program over the "national television network," as all these terms are defined in the attached 1968 WGA Television Freelance Minimum Basic Agreement, transmit or deliver, on other than a syndicated basis, to foreign areas (as defined below) programs containing material covered by said Agreement for broadcast in said foreign areas within seventy-two (72) hours of receipt of the program in the country of broadcast.

The Company shall pay to the writer of such material either:

(1) A minimum of $79.00 ($91.00 effective October 1, 1970) at the same time the compensation for a Single Use is paid, which sum shall constitute payment for world-wide foreign supplementary coverage, or

(2) the following sums upon telecast in each of the foreign areas set forth below:

	10/1/68	10/1/70
Foreign Area 1	$27.00	$32.00
Foreign Area 2	$27.00	$32.00
Foreign Area 3	$11.00	$13.00
Foreign Area 4	$21.00	$25.00
Foreign Area 5	$21.00	$25.00

Foreign Area 1 includes England, Scotland, Wales, Ireland and the Island of Cyprus.

Foreign Area 2 includes the European Continent, including Iceland, and the Asiatic parts of the Soviet Union, but excludes those countries in Area 1.

Foreign Area 3 includes the entire continent of Africa and adjacent islands including the Island of Madagascar.

Foreign Area 4 includes the continents of Asia (except for that portion in the Soviet Union) and Australia, New Zealand, Japan, the East Indies, the Philippine Islands, and all the islands in the Pacific and Indian Oceans (except those adjacent to the continents of Africa, North America and South America).

Foreign Area 5 includes Central America, Mexico, South America, Greenland, the Caribbean Islands and all other islands adjacent to the American continents.

Where an area is not explicitly covered by the foregoing descriptions it shall be considered a part of the most appropriate Foreign Area.

B. Supplementary coverage rights outside the "national television network" shall be negotiated as a separate item to be separately stated in the individual contract of employment.

C. Payments for supplementary coverage outside the "national television network" (to the extent not covered by the initial aggregate compensation) shall be made not later than sixty-six (66) days after the date of the first telecast in each of the foreign areas.

Yours truly,

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

Accepted and Agreed to:

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

As of October 1, 1968

Writers Guild of America, East, Inc.
and
Writers Guild of America, West, Inc.
1212 Avenue of the Americas
New York, New York 10036

Gentlemen:

We refer to the 1968 WGA Television Freelance Minimum Basic Agreement (herein called the "Live MBA") and the WGA Film Television Freelance Minimum Basic Agreement (herein called the "Film MBA").

This will confirm the understanding and agreement between the parties hereto with respect to television programs pre-recorded on videotape or on any other means of reproducing visual images now or hereafter devised (other than on kinescope or on motion picture film), as follows:

1. Any such program produced by the Company for initial release in syndication shall be governed by the Film MBA.

2. Such programs which are

   (a) "One Time Shows."

   (b) "Unit Series."

   (c) "Serials" for initial broadcast of more than once per week.

   (d) "Episodic Series" for initial broadcast of more than once per week.

   (e) All "quiz and audience participation" programs.

   (f) "Audition Scripts" for the above programs.

   shall be governed by the Live MBA, subject to the provisions of 3 below, if they (i) originate in New York, Chicago or Los Angeles, for initial broadcast as network programs, or (ii) are produced within the geographical area of the "national television network" (as defined in the Live MBA) by a signatory to this Agreement or to a Letter of Adherence for broadcast over said national television network within the continental

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United States. Excluded from the coverage of (ii) above are programs in the field of news and public affairs programs (this exception shall not exclude from coverage writers otherwise covered by this Agreement who are engaged in New York, Chicago, or Los Angeles to perform services outside those cities); and programs which are broadcast only on the owned and operated stations of a signatory to this Agreement or to a Letter of Adherence (except dramatic programs which are broadcast over two or more of the signatory's owned and operated stations including New York, Los Angeles and/or Chicago). The provisions of Article XXV of the Live MBA shall not be applicable to programs falling within the coverage of (ii) above.

3. Notwithstanding anything to the contrary contained in the Live MBA, the following provisions shall apply to such programs of the types listed in 2. above:

(a) In lieu of the "time for broadcast" requirements in the Live MBA in Article X, it shall be provided that:

(i) The Company shall be obligated to pre-record such a program (as distinguished from actual broadcast) within the same time period which would be required for actual broadcast of the program if it were a "live" program, as set forth in the applicable provisions of Article X of the Live MBA, including those provisions granting additional time if the higher applicable minimum is paid in the case of programs thirty (30) minutes or more in length. In the case of programs one (1) hour or more in length, it is understood that the Company may obtain seventy-eight (78) weeks after the delivery of the complete script within which to pre-record, if three (3) times the applicable lower minimum is paid, or one hundred four (104) weeks within which to pre-record, if three (3) times the applicable lower minimum plus 25% is paid, without meeting the requirements of a "Special Program" as set forth in Article X E. of the Live MBA; however, if the requirements for a "Special Program" as set forth in Article X E. are met, the Company may, if three (3) times the applicable lower minimum or three (3) times the applicable lower minimum plus 25% is paid, obtain the applicable extension of the original period of exclusivity, as well as the applicable extension of the time within which to pre-record, as set forth in Article X E.

(ii) Actual broadcast of such a program on the network shall take place at least once in four (4) years after delivery of the complete script during the time in which the Company has exclusivity.

If the requirements of either (i) or (ii) above are not met, the Company's right to broadcast the script and all its rights to exclusivity shall terminate.

(b) Article VI B. 5. of the Live MBA shall not apply if the pre-recording of such a program occurs within the appropriate time period as indicated by (a) (i) above.

(c) The provisions in Article X B. and D. of the Live MBA respecting the maintenance of exclusivity shall be satisfied by either pre-recording or actual broadcast.

(d) The date of completion of the pre-recording shall be deemed to be the date of original broadcast for purposes of Article VIII of the Live MBA.

(e) Except in the case of programs pre-recorded not more than seven (7) days prior to actual broadcast, the Union and the Employee shall be given written notice of the completion of the pre-recording of the program.

(f) With respect to a program which is a One Time Show or with respect to a program in a Unit Series, the Company shall have the right, in the case of an Employee who is receiving at least twice the applicable minimum compensation for a "Single Use" of the program, to negotiate with such Employee at the time of employment to acquire an option for the right to produce sequels to such program, whether live, on film, or pre-recorded on tape or on other means. The minimum payment to the Employee for the acquisition of such an option by the Company for such program shall be Two Hundred Twenty-Five ($225.00) Dollars. Only that part (if any) of an Employee's initial compensation which exceeds twice the applicable minimum compensation for the Single Use may be applied against such payment. Such option shall be exercised within three (3) years after delivery of the complete script, or within one (1) year after initial broadcast, whichever is sooner. The Company may exercise the option only if it has a firm commitment for at least thirteen (13) episodes. The Company shall pay the Employee the sum of Two Hundred Twenty-Five ($225.00) Dollars for and as each episode is produced, provided, however, that in any event payment for the first thirteen (13) episodes must be made not later than one (1) year following the exercise of the option. If the Company has made payment for the first thirteen (13) episodes not later than one (1) year following the exercise of the option, and if such first thirteen (13) episodes are not produced within such one (1) year period, then all such first thirteen (13) episodes must be produced within the next two (2) succeeding years in order for sequelization rights in such program to continue thereafter. Provided the Company meets the foregoing conditions, it may produce sequel programs as aforesaid without limit as to number so long as it has exclusivity and pays to the Employee Two Hundred Twenty-Five ($225.00) Dollars for each episode so produced, plus in the event any such sequel program is Re-used or re-run, as such terms are defined in the Live MBA or the Film MBA, whichever is applicable, the applicable percentage of Two Hundred Twenty-Five ($225.00) Dollars for such Re-use or re-run, as set forth in whichever MBA is applicable.

(g) The Company shall have the right to Re-use the material on the network for as long as the Company is able to acquire

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exclusivity under the Live MBA and does so acquire the necessary exclusivity by making the payments provided for in the Live MBA. The two paragraphs following the table of additional exclusivity periods in Article XI B.3. of the Live MBA, and the paragraph following such table in Article XI B.4. of the Live MBA, shall not be applicable.

4. The following types of such programs, produced by the Company for initial broadcast as a network program, shall be governed by the Film MBA:

   (a) "Serials" for initial broadcast of once per week or less.

   (b) "Episodic Series" for initial broadcast of once per week or less.

   (c) "Original Pilots" for the above types of shows as set forth in the Film MBA.

5. A performance pre-recorded on kinescope shall be governed by the Live MBA except where such kinescope pre-recording has been made in conjunction with a pre-recording on tape of a program of the types listed in 4 hereof, or for use in syndication as specified in 1 hereof, in either of which latter two events such pre-recorded performance on kinescope and tape shall be governed by the Film MBA.

6. If a performance is intended to be rendered by live performers at the time of the television broadcast, but instead a recording of the dress rehearsal is utilized for the television broadcast, the term "Live" program shall be deemed to include such broadcast and any subsequent television use of such recording.

7. If at least 9 out of 13 programs in a serial or series of the type described in 4(a) or (b) above, are broadcast as live network programs covered by the Live MBA, but the remainder of such programs are pre-recorded on videotape or on any other means of reproducing visual images now or hereafter devised, the entire series or serial shall nevertheless be deemed to be governed by the Live MBA, except for any programs made on motion picture film which shall be governed by the Film MBA.

8. When a program pre-recorded (or recorded simultaneously with broadcast) on videotape or on any other means of reproducing visual images (other than on kinescope or on motion picture film) written by a writer employed by the Company is originally

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and taxation.

broadcast as a local program in New York, Chicago or Los Angeles, and is used subsequently on the network or in syndication by the Company, the Company shall:

(a) In the case of a program of the type listed in 4 above, pay to the writer the amount, if any, by which the applicable Film minimum for an initial use exceeds the original compensation paid to the writer and, pursuant to the Film MBA, pay to the writer the applicable re-run compensation for subsequent runs; or

(b) in the case of a program of the type listed in 2 above, when its first use after local broadcast is as a network program, pay to the writer the amount, if any, by which the applicable Live minimum for a Single Use exceeds the original compensation paid to the writer, and, pursuant to the Live MBA pay to the writer applicable re-use compensation for subsequent re-uses and applicable re-run payments for subsequent syndication; or

(c) in the case of a program of the type listed in 2 above, when its first use after local broadcast is in syndication, pay to the writer the amount, if any, by which the applicable Film minimum for an initial use exceeds the original compensation paid to the writer, and, pursuant to the Film MBA pay to the writer applicable re-run compensation for subsequent re-runs.

Paragraph 8(b) shall also be applicable to a program written by a writer employed by the Company which is originally broadcast as a local program at one of the Company's owned and operated stations other than New York, Chicago or Los Angeles, and is subsequently used on the network. Excluded from the coverage of the preceding sentence are programs in the field of news and public affairs programs (this exception shall not exclude from coverage writers otherwise covered by this Agreement who are engaged in New York, Chicago, or Los Angeles to perform services outside those cities); and programs which are broadcast only on the Company's owned and operated stations (except dramatic programs which are broadcast over two or more of the Company's owned and operated stations including New York, Los Angeles and/or Chicago).

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Except for a local program on motion picture film which is covered by the Film MBA, the provisions of the Live or Film MBA shall apply to the writer of a local program only to the extent indicated in this Paragraph 8.

It is further understood and agreed that if a program which is part of a dramatic series is originally to be broadcast as a local program in New York, Los Angeles or Chicago, but, based upon a definite commitment made prior to the time of local broadcast, is planned to be broadcast subsequently in syndication or on the network, the provisions of the Live or Film MBA, whichever is applicable, shall apply to the writer(s) of such program retroactively to the extent possible at the time of such commitment.

It is also understood and agreed that if the Company utilizes live or tape openings and/or closings in a local documentary program which is otherwise wholly on film, the program shall nevertheless be considered a film documentary program for the purposes of the 1968 WGA-Network Documentary Television Film Minimum Basic Agreement.

If the foregoing meets with your understanding and is acceptable to you, will you please so indicate by executing a copy and returning it to us.

Yours truly,

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

Accepted and Agreed to:

WRITERS GUILD OF AMERICA,
EAST, INC.

By_____

WRITERS GUILD OF AMERICA,
WEST, INC.

By_____

literary or dramatic material previously unpublished and unproduced in

As of October 1, 1968

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.
1330 Avenue of the Americas
New York, New York 10019

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52 Street
New York, New York 10019

NATIONAL BROADCASTING COMPANY, INC.
30 Rockefeller Plaza
New York, New York 10020

Gentlemen:

This is to confirm our understanding that in the event there should be enacted into law a revision of the United States Copyright Act which is to take effect during the term of this Agreement, upon written notice by either party to the other, the Guild and the Company will promptly negotiate with respect to proposals for modifications or amendments in this Agreement based upon new or changed provisions in the Copyright Act. If the parties do not reach agreement on such modifications or amendments, this Agreement shall continue in effect in accordance with its terms.

Yours truly,

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

Accepted and Agreed to:

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

As of October 1, 1968

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROAD-
CASTING COMPANIES, INC.
1330 Avenue of the Americas
New York, New York 10019

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52 Street
New York, New York 10019

NATIONAL BROADCASTING COMPANY, INC.
30 Rockefeller Plaza
New York, New York 10020

Gentlemen:

When a news writer covered by a WGA staff collective bargaining agreement renders writing services on the same material as a freelance writer whose writing services on such material are covered by this Agreement and such news writer's services are of a type which would entitle a freelance writer to a writing credit under this Agreement, such news writer shall have the same rights in the non-broadcast uses of the material and to writing credits as he would have if he were a freelance writer covered by this Agreement.

Yours truly,

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

Accepted and Agreed to:

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROAD-
CASTING COMPANIES, INC.

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

As of October 1, 1968

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROAD-
CASTING COMPANIES, INC.
1330 Avenue of the Americas
New York, New York 10019

COLUMBIA BROADCASTING SYSTEM, INC.
51 West 52 Street
New York, New York 10019

NATIONAL BROADCASTING COMPANY, INC.
30 Rockefeller Plaza
New York, New York 10020

Gentlemen:

This will confirm our understanding that when an individual who is normally employed as a "freelance writer" in the broadcasting industry is engaged on a freelance basis by the Company in Washington for the "principal purpose" of rendering writing services as an "Employee" in the preparation of "material" for a video tape or "live" documentary program for broadcast over the "national television network", such individual shall be covered by the Live MBA. The terms in quotations used herein shall have the same meaning as set forth in the Live MBA.

Yours truly,

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

Accepted and Agreed to:

AMERICAN BROADCASTING COMPANY,
A DIVISION OF AMERICAN BROAD-
CASTING COMPANIES, INC.

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

As of October 1, 1968

Writers Guild of America, East, Inc.
and
Writers Guild of America, West, Inc.
1212 Avenue of the Americas
New York, New York 10036

Dear Sirs:

If an Employee's individual contract(s) of employment allocates periodic payments provided by such contract(s) to satisfy Re-Use obligations hereunder, in lieu of delivery of the check to the Union as provided in Article XI. C. 2., the Company shall notify the Union in writing no later than the time provided in such Article, copy to the Employee, that it has made such allocation. Such notification shall also specify the individual contract of employment pursuant to which the Company is entitled to make such allocation and shall provide the same information that accompanies Re-Use payment checks delivered to the Union.

Yours truly,

AMERICAN BROADCASTING COMPANY, A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

Accepted and Agreed to:

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

As of October 1, 1968

Writers Guild of America, East, Inc.
and
Writers Guild of America, West, Inc.
1212 Avenue of the Americas
New York, New York 10036

Dear Sirs:

This will confirm our understanding that Article XIV F of the 1968 WGA Television Freelance Minimum Basic Agreement, which provision refers to the content of individual contracts of employment, is out of date due to changes in recent Agreements. The parties agree to up-date Article XIV F during the term of the present Agreement.

Yours truly,

AMERICAN BROADCASTING COMPANY, A DIVISION OF AMERICAN BROADCASTING COMPANIES, INC.

Accepted and Agreed to:

WRITERS GUILD OF AMERICA, EAST, INC.

By_____

WRITERS GUILD OF AMERICA, WEST, INC.

By_____

By_____

COLUMBIA BROADCASTING SYSTEM, INC.

By_____

NATIONAL BROADCASTING COMPANY, INC.

By_____

SCHEDULE A

As referred to in Article VI - E.1.

1. Definition of High and Low Budgets. For the purpose of this Schedule A:

a. "High Budget" films shall be films whose negative cost equals or exceeds the following amounts for the appropriate length of program:

15 minutes or less	$16,500
30 minutes or less but more than 15 minutes	27,500
60 minutes or less but more than 30 minutes	52,250
90 minutes or less but more than 60 minutes	92,000

b. Films in the foregoing categories whose negative cost is less than the amounts indicated above shall be "Low Budget" films.

c. "Negative cost" shall be deemed to include all actual costs and expenses of production including overhead and, except to the extent hereinafter provided, excluding deferments. If no overhead has been charged, an amount equal to twenty per cent (20%) of all direct charges shall be added to represent an overhead charge. If more than fifty per cent (50%) of the cost of any item is deferred, the negative cost of the film shall be revised to include a charge of not less than fifty per cent (50%) of the total cost of such item including the amount deferred.

If the compensation of any actor, writer, director or producer shall include a participation in the receipts of a film and the initial salary paid such Employee shall be less than

(i) one hundred per cent (100%) of his established television salary, or

(ii) fifty per cent (50%) of his established theatrical motion picture salary, if he has not established his television salary,

the negative cost shall be revised to include an amount equal to such established television salary or fifty per cent (50%) of such

established theatrical motion picture salary, as the case may be. The "established theatrical motion picture salary" for the purposes hereof shall be computed by dividing the total compensation earned by the Employee in theatrical motion pictures during the year immediately preceding the assignment in question by the total weeks and fractions thereof worked for such compensation. Any dispute relating to the determination of the negative cost of a film shall be resolved by a Price Waterhouse audit, the costs of which shall be borne equally by the Producer and the Union.

2. Rates. For STORY AND TELEPLAY where the same Employee of Employees prepare both for all television films, except Serials, the applicable rate shall be the rate set forth in the 1966 MBA Television Film Freelance MBA (or its successor agreement then applicable).

3. The Union acknowledges that with respect to Adaptations there may be unusual situations in which the appropriate teleplay rate is applicable rather than the story and teleplay rate.

4. With respect to certain news programs and specific time periods for which rates are not set forth in the Film MBA, the Union agrees to discuss the matter with the Company at the time that the syndicated use of any such program is under consideration by the Company.

5. With respect to sketches, comedy-variety programs, and quiz and audience participation programs, as [illegible]ed in Article XI A c., e., and f. respectively of the 1966 [illegible] Television Freelance MBA, it is the parties' intention that the comparable rates in the Film MBA shall apply.

6. The Union also agrees to discuss with the Company an applicable rate for Serials at the time that the syndicated use of any Serial is under consideration by the Company.

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GC12A

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CONSTITUTION AND BY-LAWS

AND

PROPOSED CHANGES

WRITERS GUILD OF AMERICA, WEST, INC.

DEC. 1972

200

CONSTITUTION AND BY-LAWS

of the

WRITERS GUILD OF AMERICA, WEST, INC.

REVISED MAY 25, 1971

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*****

CONSTITUTION AND BY-LAWS
of the
WRITERS GUILD OF AMERICA, WEST, INC.

ARTICLE I

Name and Seal

THE NAME of this corporation shall be the WRITERS GUILD OF AMERICA, WEST, INC. Its seal shall be of a design adopted by its Council. Its principal office shall be in the County of Los Angeles, State of California.

ARTICLE II

Objects

The objects of this Guild are:

Section 1. To promote and protect the professional interests of all creators and adaptors of literary, dramatic or musical material in the radio, television and motion picture industries, as such industries are presently constituted or as they may hereafter be constituted or reconstituted as a result of any technical or scientific developments or discoveries.

Section 2. To represent members of the Guild for the purpose of collective bargaining.

Section 3. To promote fair dealing and to cultivate, establish and maintain cordial relations, unity of action and understanding among all writers, and to resolve and settle disputes among members relating to their respective ownership of or other interests in written material; and to promote and cultivate fair dealings, cordial relations and understanding between this Guild, its members and other professional writers on the one hand, and organizations, groups or individuals with whom they have mutual aims or interests, or with whom they work or have business or professional dealings, on the other hand.

Section 4. To adjust, arbitrate and resolve disputes relating to the work of members, their ownership of or other interests in written material and any other matters relating directly or indirectly to the professional interests of members.

Section 5. To correct abuses to which members may be subjected; to assist members in securing equitable contracts, satisfactory working conditions and fair return in all dealings with employers and others with whom they have professional relations; and to establish and enforce standard minimum contracts and Codes of Fair Practice.

Section 6. To stimulate an interest in and demand for, and to actively participate in, efforts to obtain adequate copyright legislation, both domestic and foreign, and to promote better copyright relations between the United States and other countries.

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Section 7. To cooperate and/or to enter into affiliation agreements where necessary with other groups or organizations having objectives or interests in common with the Guild.

Section 8. To protect the rights and property of the Guild and its members both at law and under the provisions of this Constitution and by-Laws; and to do any and all things necessary, desirable or proper to promote the welfare and interests of the Guild, its members and all professional writers, and to carry into effect or to further any of the foregoing purposes.

ARTICLE III

Government and Administration of the Guild

This Guild shall consist of two Administrative Branches denominated as the Screen Writers Branch, and the Television-Radio Writers Branch, and such other and further Branches as may be established pursuant to the provisions of this Constitution and By-Laws expressly relating thereto.

The Guild and its Administrative Branches shall be governed in accordance with the provisions of this Article III.

. THE GUILD

Section 1. Effective on and after the Guild elections to be held for the 1959-1960 term, the governing body of this Guild shall be known as the Council and shall consist of a President, First Vice-President, Second Vice-President, Secretary, Treasurer and 18 members. The President of the Screen Writers Branch shall be the First Vice-President of the Guild. The President of the Television-Radio Writers Branch shall be the Second Vice-President of the Guild. The Vice-President of the Television-Radio Writers Branch shall be the Secretary of the Guild. The Vice-President of the Screen Writers Branch shall be the Treasurer of the Guild.

Section 2. The Council of the Guild shall have exclusive power and authority unless otherwise indicated elsewhere in this Constitution and By-Laws, with respect to the following matters:

(a) The employment and discharge of all employees, agents and professional representatives of the Guild and its Administrative Branches, subject to the provisions of Section 3 hereof.

(b) The exercise of all rights and authority of the Guild and the Council as such rights or authority shall be granted or specified in any and all Articles of this Constitution and By-Laws.

(c) The appointment of both standing and ad hoc committees to consider, take action or report to the Council as the case may be, in accordance with and to the extent of the authority delegated by the Council.

(d) The determination and implementation of Guild policy with respect to Federal, State and local legislation in the fields of copyright, labor and taxation.

(e) The organization of additional groups of writers not presently within the jurisdiction of the Guild and the invitation to existing organizations of writers not a part of this Guild or of the Writers Guild of America, East, Inc., to become affiliates or additional member branches of this Guild.

(f) The establishment and maintenance of affiliations and the entering into of agreements with other groups of writers either within or without the United States; provided, however, that the Council shall have no power to enter into an affiliation agreement which abrogates, modifies or reduces any right or privilege given to or reserved by any of the Administrative Branches in this Constitution and By-Laws.

(g) The establishment and maintenance of uniform terms and conditions under which Guild members may be represented by agents in connection with the rendition of their services or the sale or licensing of their literary or dramatic material.

(h) The establishment and maintenance of public relations policies of the Guild and its branches.

(i) The establishment and maintenance of such facilities as may be operated for the benefit of all members such as but not limited to a group insurance plan, a federal credit union, manuscript registration and the preparation and circulation of market lists.

(j) The handling of those matters not specified herein but as to which the Council has been given either special or general power and authority by a resolution of the Executive Boards of all of the Administrative Branches pursuant to Section 2 of subdivision B of this Article.

(k) The ownership and control of the funds and property of the Guild.

(l) The settlement of all disputes among or between Administrative Branches of the Guild.

(m) To delegate one or more of its administrative powers to any of the Administrative Branches provided such delegation is authorized by an affirmative vote of not less than 2/3rds of the total membership of the Council.

(n) The construction and interpretation of the provisions of this Constitution and By-Laws.

Section 3. Appointment and Duties of Executive Director and Counsel.

(a) The Council shall select an Executive Director and an attorney or firm of attorneys who shall act as counsel both to the Guild and to its Administrative Branches.

The appointment of an Executive Director or attorney shall be submitted to the general membership of the Guild for approval at the first annual or special membership meeting following such appointment.

(b) The Executive Director shall be responsible for and shall have all the authority necessary to carry on the daily administration of the Guild business, which authority shall include but shall not be limited to the authority to employ and discharge, the direction and control of personnel and the supervision and correlation of the work of committees and other intra-Guild activities.

(c) The personnel of the Guild shall include one or more persons designated as Administrators whose function it shall be to administer under the general control and direction of the Executive Director particular Guild minimum basic agreements. The Executive Director's authority to employ and discharge any such Administrators shall be subject to the right on the part of the Board of the particular Branch involved to approve any person so engaged as an Administrator, which approval, however, shall not be unreasonably withheld, and to request the dismissal of any such person for cause. The Executive Director may, subject to the approval of the Council, designate one of such Administrators as the Assistant Executive Director.

B.. THE ADMINISTRATIVE BRANCHES

Section 1. The governing body of each Administrative Branch of this Guild shall be its Executive Board, which shall consist of the eleven persons who are the Branch representatives on the Council, three of whom shall be designated and elected as the President, Vice-President and Secretary-Treasurer of the Branch.

Section 2. The Executive Board of each Administrative Branch shall have the exclusive authority to exercise, perform and enforce all of the rights, duties and obligations accorded to it by the terms and provisions of this Constitution and By-Laws, except to the extent that such authority has been limited by the reservation of a right of action on the part of the membership or the delegation of specific authority to the Council pursuant to any terms or provisions elsewhere herein contained.

Each Executive Board shall have the power to delegate to the Council such of its authority as it may from time to time deem necessary provided such delegation is made by joint resolution of the Executive Boards of all of the Branches.

Section 3. Areas of Administrative Authority.

A. For the purposes of servicing writers and administering minimum basic agreements, Codes of Fair Practices and other standard contracts, the Administrative Branches shall exercise exclusive authority over the following respective areas of writing activity:

(a) Screen Writers Branch--the employment of writers for the preparation of literary or dramatic material, or the acquisition of literary or dramatic material, previously unpublished and unproduced in any other media, and rights and licenses with respect thereto for use in the production of motion pictures produced for theatrical release, or for "paid" television if also released theatrically, whether such motion pictures be filmed, taped or otherwise mechanically or electrically recorded excluding however subsidiary motion picture reproduction of live broadcasts.

(b) Television-Radio Writers Branch--the employment of writers for the preparation of literary or dramatic material, or the acquisition of literary or dramatic material previously unpublished and unproduced in any other media, and rights and licenses with respect thereto, for use in the production whether live or otherwise of television or radio programs, except as hereafter otherwise provided in paragraph B below.

B. The employment of writers for the preparation of literary or dramatic material, or the acquisition of literary material, previously unpublished and unproduced in any other media, and rights and licenses with respect thereto, for use in the production of motion pictures, whether such motion pictures be filmed, taped or otherwise mechanically or electrically recorded, produced solely for release through "paid" television shall be within the administrative authority of the Council which shall determine which Administrative Branch or Branches, if any, shall be given the authority to service the writers and administer collective bargaining agreements or Codes of Fair Practice applicable to that field of writing.

"Paid television" for the purposes of this section shall be defined as the transmission or broadcasting of television programs with respect to the reception of which a fee or charge has been or is intended to be made.

C. If a dispute shall arise between the Administrative Branches concerning the extent of their respective areas of administrative authority the matter shall be referred to the Council for settlement.

D. If a dispute shall arise between a branch of the Guild and a branch of the Writers Guild of America, East, Inc. concerning their respective areas of administrative authority, the dispute shall be submitted to both Councils in the manner provided in Section 9 of Article XIV hereof.

ARTICLE IV

Membership

There shall be four classes of membership in this Guild and in the Administrative Branches thereof, which classes shall be denominated Associate, Current, Guild Member and Withdrawn. Upon application to and acceptance in the Guild, a person shall become a Guild member, and shall be entitled to be an Associate Member, or a Current Member, in accordance with the provisions of Sections 1 and 2 of this Article. Upon obtaining the requisite units of credits or employment, as provided in Section 2 of this Article, such person shall be eligible for Current status in the Guild or its Administrative Branches. In the event that such person shall fail to maintain his Current status in the Guild or any Administrative Branch, as provided in Section 3 of this Article, he shall nevertheless continue his status as a Guild Member, subject only to the provision of Section 4(2) of this Article.

Section 1. Eligibility for Associate Membership.

Any person engaged to write literary or dramatic material for, and any author of unpublished and unproduced literary or dramatic material as to which rights are sold or licensed or granted for use in a theatrical motion picture, a radio program or a television program, whether live, filmed or taped, as said terms are commonly understood in the entertainment industry, shall be eligible for Associate membership in this Guild and its Administrative Branches.

Section 2. Eligibility for Current Status.

A. Elibibility for Current Status in the Guild.

(1) Any person who shall meet the qualifications for Current Status in any of the Administrative Branches of this Guild as provided for in subparagraph B hereof shall be eligible for Current Status in the Guild.

(2) Any person not meeting the qualifications prescribed in subdivision (1) above shall be eligible for Current Status in this Guild if he shall obtain eighteen units of credit computed in accordance with the following provisions within a period of two years preceding the date of application for Current Status in the Guild.

(a) With reference to material as to which the writer receives credit, the number of units shall be computed in accordance with the following schedule:

WRITING CREDIT	UNIT CREDIT
1 feature motion picture screenplay	18 units
1 feature motion picture story	9 units
1 motion picture short subject screenplay	6 units
1 motion picture short subject story	3 units
1 story and teleplay or teleplay for a television program (live or film) 90 minutes in length	12 units
1 story and teleplay for a television program (live or film) one hour in length	6 units
1 story and teleplay for a "one time" or "unit series" or "episodic series" television program (live or film) one half-hour in length	3 units
1 story and teleplay or teleplay for "one time" or "unit series" or "episodic series" television program (live or film) one quarter-hour in length	2 units
1 teleplay for a television program (live or film) one hour in length	4 units
1 teleplay for a "one time" or "unit series" or "episodic series" or "serial" television program (live or film) one half-hour in length	2 units
1 teleplay for a "serial" television program (live or film) one quarter-hour in length	1 unit
1 unpublished and unproduced story sold or licensed, or written under employment for a television program (live or film) 90 minutes in length	6 units
1 episode of an episodic series or serial on which the writer receives a "Created By" credit pursuant to the provisions of the applicable collective bargaining agreement	1 unit

WRITING CREDIT	UNIT CREDIT
1 unpublished and unproduced story sold or licensed, or written under employment for a television program (live or film) one hour in length	2 units
1 unpublished and unproduced story or licensed, or written under employment for a television program (live or film) one half-hour in length	1 unit
1 story and radio play or radio play for a radio program 90 minutes in length	12 units
1 story and radio play for a radio program one hour in length	6 units
1 story and radio play for a "one time" or "unit series" or "episodic series" radio program one half-hour in length	3 units
1 story and radio play or radio play for "one time" or "unit series" or episodic series" radio program one quarter-hour in length	2 units
1 radio play for a radio program one hour in length	4 units
1 radio play for a "one time" or "unit series" or "episodic series" or "serial" radio program one half-hour in length	2 units
1 radio play for a "serial" radio program one quarter-hour in length	1 unit
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program 90 minutes in length	6 units
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program one hour in length	2 units
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program one half-hour in length	1 unit
1 unpublished and unproduced story sold or licensed, or written under employment for a radio program one quarter-hour in length	1 unit
Employment to revise, rewrite or polish literary property in any form suitable for motion pictures, television or radio, and of any length (if such property is thereafter produced, the writer shall be entitled to the number of units provided for hereinabove in this Schedule for a produced property of the type involved, less the one unit theretofore credited to the writer of this provision).	1 unit

Unit credit for the writing or sale or licensing of material for "paid television" shall be determined by the Council. Unit credit for programs whose running time is longer or shorter than the times hereinbefore specified shall be that proportion of the unit credit above specified which the actual length of the program in question bears to the program lengths herein specified for the type of program involved. In unusual cases the Council shall have the authority to make specific unit credit dterminiation applicable to any such program.

The words "story" and the words "teleplay" or "radioplay" shall be deemed to include all literary material written for radio or television programs provided however that:

(i) In order for literary material which is not in the form of a complete dramatic story, teleplay or radio play to be entitled to the unit credits hereinabove referred to, the use of such literary material must absorb not less than 50 per cent of the running time of the program involved.

(ii) If the use of such material shall absorb less than 50 percent but more than 25 per cent of the program running time then the unit credits to be given in connection with such material shall be 50 per cent of the credit above provided with respect to the type of program for which the material is written.

(iii) If the use of such material shall absorb less than 25 per cent of the program running time then the unit credits to be given in connection with such material shall be 25 per cent of the unit credit above provided with repsect to the type of material for which the program is written.

(b) With reference to material which a writer shall prepare, revise, rewrite or polish, but with respect to which he shall not receive credit whether such writing shall have been on a weekly, staff or free lance basis, such writer shall, on submission of proof and subject to the provisions of subdivisons (c) below, receive one half-unit of credit for each week or major fraction thereof devoted to such writing, but not exceeding in any event the number of units such writer would have been credited with in accordance with the Schedule set forth in subdivision (a) preceding if he had received credit with respect thereto; and provided further that if the number of weeks worked shall not be susceptible of exact computation, the writer shall, on submission of proof and subject to the provisions of subdivision (c) below, be entitled to receive up to a maximum of half the number of units applicable to the type of material provided by him in accordance with the Schedule of units set forth in subdivision (a) hereof.

(c) If two writers shall receive credit with respect to any material which is the basis for computation of unit credits pursuant to the provisions of subdivision (a) above, then each writer shall be credited with the number of units with which a single writer would have been credited with respect thereto, and if more than two writers shall prepare any such material then each such writer shall be credited with the number of units derived by dividing the total number of such writers into twice the number of units with which a single writer would have been credited with respect thereto.

(d) Notwithstanding any of the foregoing, if the writer shall write material which shall be produced as a pilot episode for a television series, he shall receive twice the number of units of credit applicable to similar material written for a television program of equal length. Further, if the writer shall be employed to write, and in fact writes material (or sells or licenses such material) as a pilot episode for a television series, but such material is not produced, then such writer shall receive the same number of units of credit as if his material were produced as a television program (other than a pilot) of equal length.

B. Eligibility for Current Status in the Administrative Branches of this Guild.

1. Current Status in the Screen Writers Branch. Any writer shall be eligible for Current Status in the Screen Writers Branch who during the two-year period immediately preceding the date of his application for Current Status in such Branch shall have either:

(a) Received, with respect to motion pictures as to which the Screen Writers Branch has administrative authority as provided in Article 111 hereof produced in the United States or produced outside of the United States by a company which is within the jurisdiction of the Guild either (i) a single screen credit for writing a screenplay for a motion picture, (ii) two screen credits for unpublished stories for two feature length motion pictures, or (iii) screen credits for writing the screenplays for three short subjects or the unpublished stories for six short subjects.

(b) Been employed in the United States during such time as a writer for theatrical motion pictures for a period or aggregate of periods of eighteen weeks; or

(c) Prepared material as a writer of motion pictures for the United States Government or any branch or subdivision thereof or in the industrial or educational film fields in the United States, which in the opinion of the Executive Board of the Screen Writers Branch established such writer's qualifications as being equivalent to the qualifications specified in subdivisions (a) or (b) above.

(d) Prepared produced material entitling him to eighteen units of credit for screen writing computed in accordance with the Schedule set forth in Section 2A (2) (a) above and subject to each of the limitations hereof.

2. Current Status in the Television-Radio Writers Branch. Any writer shall be eligible for Current Status in the Television-Radio Writers Branch who, during the two-year period immediately preceding the date of his application for Current Status in such Branch, shall have either:

(a) Been employed during such time in the United States as a writer on staff or week-to-week or term basis for radio or television programs over which the Television-Radio Writers Branch has administrative authority pursuant to the provisions of Article 111 hereof for a period or aggregate of periods of eighteen weeks, or

(b) Prepared produced material entitling him to eighteen units of credit for television or radio writing or a combination of the two computed in accordance with the Schedule as set forth in Section 2A (2) (a) above and subject to each of the limitations thereof.

If two writers shall receive credit with respect to any material which is the basis for computing their eligibility for Current Status in the Television-Radio Writers Branch, which computation is made pursuant to the provisions of Section 2.A(2)(a) above, then each writer shall be entitled to credit for the same amount of material as provided for in said Section to which a single writer would have been entitled with respect thereto, and if more than two writers shall receive credit with respect to any such material, then each such writer shall be entitled to credit for material as provided in said Section, which shall be determined by dividing the total number of such writers into twice the amount of material credit to which a single writer would have been entitled.

The "programs" referred to shall be limited to those produced in the United States or, if outside the United States, by a company which is within the jurisdiction of the Guild and also, in the case of a television program, to those over which the Television-Radio Writers Branch has administrative authority as provided for in Article 111 hereof.

3. A writer shall be eligible for Current Status in each Administrative Branch of this Guild with respect to which he shall satisfy the requirements of Section 2.B of this Article relating to Active Membership therein.

The words "story" and the words "teleplay" or "radioplay" shall be deemed to include all literary material written for radio or television programs provided, however, that:

(i) In order for literary material which is not in the form of a complete dramatic story, teleplay or radioplay to be entitled to the unit credits hereinabove referred to, the use of such literary material must absorb not less than 50 percent of the running time of the program involved.

(ii) If the use of such material shall absorb less than 50 percent but more than 25 percent of the program running time then the unit credits to be given in connection with such material shall be 50 percent of the unit credit above provided with respect to the type of program for which the material is written.

(iii) If the use of such material shall absorb less than 25 percent of the program running time then the unit credits to be given in connection with such material shall be 25 percent of the unit credit above provided with respect to the type of material for which the program is written.

Section 3. Duration of Current Status.

A. Duration of Current Status in the Guild.

1. Any Guild Member who has achieved Current Status in the Guild shall lose such Current status if he shall fail to maintain his Current status in an Administrative Branch and shall further fail to receive one-half the number of units of credit required for qualification for admission as a Guild Member with Current status during any three-year period following the last credit or last day of employment as a result of which he had achieved or maintained his Current status in the Guild.

The aforesaid units of credit shall be computed in accordance with the provisions of Subsection 2 of Section 2(a)(2)(a) of this Article IV, except that for the purpose of this Subdivision A, such credit shall be awarded to a writer who is employed to write, and in fact writes the material (or sells or licenses such material) specified in the "Writing Credit" column of said Subsection (a), regardless of whether or not such material was in fact used in a motion picture; television or radio production, and regardless of whether the writer in fact received screen or audio credit in connection with any such production. Further, notwithstanding the limitations contained in Section 2(A) (2) (b) of this Article, such credit shall be computed on the basis of full credit rather than one-half credit for the work or material involved.

2. The provisions of Article IV, Section 3(A)(1) shall not deprive of Current status any individual, who, as of May 13, 1968, was a Current or Active member by reason of any provisions which were then contained in Article IV, Section 3(A) of this Constitution, but deleted from this Constitution on May 14, 1968. Said individual shall retain his Current status in accordance with the provisions of Article IV, Section 3(A) which were in effect on May 13, 1968.

3. Any Guild Member with Current status who shall lose said Current status by reason of the foregoing provisions of this Subdivision A shall maintain his Current status in the Guild for the sole purpose of participating in any insurance benefits which the Guild may presently or hereafter obtain.

B. Duration of Current Status in the Administrative Branches of the Guild.

1. Any Current Guild Member who has achieved Current status in an Administrative Branch shall lose such Current status in such Branch if he shall fail to receive one-half the number of units of credit required for qualification for admission as a Guild member with Current status in such Branch, or if he shall fail to receive one-half the number of weeks of employment required for qualification for admission as a Guild member with Current status in such

Branch, during any three-year period following his last credit or last day of employment, as a result of which he had achieved or maintained such Current status in such Branch; except that where an individual who is Current in one Branch shall have received 9 units of credit within the other administrative branch during said three-year period, then such individual shall by this exception be permitted to retain his Current status in the first Branch for a period not to exceed two years.

(a) The aforesaid number of units of credit shall be computed with respect to the Screen Branch in accordance with the screen credits set forth in Section 2A (2) (a) of this Article IV, and with respect to the Television-Radio Branch in accordance with the television or radio credits (or a combination of the two) set forth in Section 2A (2)(a) of this Article IV. However, for the purpose of this Subdivision B, such credit shall be awarded to a writer who is employed to write, and in fact writes the material specified in the "Writing Credit" column of said Subsection (a), regardless of whether or not such material was in fact used in a motion picture, television or radio production and regardless of whether the writer in fact received screen or audio credits in connection with any such production.

(b) The provisions of Article IV, Section 3(B)(1) shall not deprive of Current status any individual, who, as of May 13, 1968 was a Current or Active Member by reason of any provisions which were then contained in Article IV, Section 3(B) of this Constitution, but deleted from this Constitution on May 14, 1968. Said individual shall retain his Current status in accordance with the provisions of Article IV, Section 3B which were in effect on May 13, 1968.

C. Avoidance of Double Credit.

Where, pursuant to Subdivision A or B of this Section 3, a writer receives any units of credit in connection with materials which have not in fact been used in a motion picture, television or radio production, or in connection with which he has not received screen credit or audio credit, if thereafter such material is in fact used in connection with such a production, or the writer in fact receives such screen or audio credit, he shall not thereby be entitled to any additional units of credit for the purposes of Subdivision A or B of this Section 3.

Section 4. Non-Resident Writers.

In addition to the persons eligible for Current Status in the Guild and its Administrative Branches as provided for in the previous Sections of this Article, the Council shall have the power to admit to Current Status in the Guild as well as the appropriate Administrative Branch thereof any person who is employed in the United States in the motion picture, radio or television industry as a writer and who is an Active or Current member in good standing of any organization of writers which includes among its purposes and powers the representation of the professional and economic interest of writers employed outside the United States and which does not purport to represent writers employed in the United States. The Current Status of any such person shall be limited to the duration of his initial employment as a screen, radio or television writer in the United States plus an additional period to be granted at the discretion of the Council not to exceed six months or the balance of his stay in the United States, whichever shall be the shorter period of time.

As to such non-resident writers who are members of any organization of writers which includes among its purposes and powers the representation of the professional and economic interest of writers employed outside the United States and which does not purport to represent writers employed in the United States, and which organization has adopted provisions substantially identical to the following with regard to members of this Guild, then such non-resident writers, upon commencement of work within this Guild's jurisdiction shall apply for and be admitted to membership in this Guild without the obligation to pay the initiation fee specified in Article VIII, Section 5 of this Constitution, although all other financial obligations specified in said Article VIII shall pertain to said writers.

Section 5. Duration of Associate and Guild Member Status Eligibility for Withdrawn Status.

1. Associate status -- An Associate member who has never attained the Current status in the Guild shall be dropped from Current membership if he shall not be employed as a writer for motion pictures or television or radio or if no unpublished and unperformed literary or dramatic material to which he has contributed has been sold or rights therein licensed for motion picture, television or radio production during any period of five consecutive years. The Council may, for good cause shown, extend such membership for any period it may deem proper, providing such extension is approved by a two-thirds' vote of the Council.

2. Guild member status -- Any Guild member who has attained and subsequently lost Current status in the Guild shall remain a Guild member notwithstanding his failure to be employed or to sell or license literary or dramatic material, unless he shall be transferred to Withdrawn status pursuant to the provisions of Subdivision 3 hereof or unless he shall be reinstated to Current status pursuant to the provisions of Subdivision 4 hereof.

3. Withdrawn status -- Any member of this Guild in good standing who intends to suspend writing in all fields over which the Guild exercises jurisdiction may at his request be placed on Withdrawn status, provided, however, that after notice to any such member and for good cause the Council may restore such member retroactively or otherwise to the status held by him at the time of

application for Withdrawn status. No member on Withdrawn status shall engage in any work within the jurisdiction of this Guild until he shall have been restored to Associate or Current status in the Guild as the facts may warrant.

4. Reinstatement to Current Status -- Any Guild Member shall be reinstated in Current status both in the Guild and the appropriate Administrative Branches thereof upon complying with one-half the minimum requirements hereinbefore specified for eligibility for such Current membership.

Section 6. Voting and Other Rights of Members of the Guild and of the Administrative Branches.

Except as otherwise provided for in this Constitution and By-Laws, members of this Guild shall have only such rights as are specifically provided for in this Section.

1. Associate Members -- Associate members of the Guild and of the Administrative Branches thereof, shall have all the rights of Current members of the Guild and of Current members of the Administrative Branch of which they are Associate members, except the right to vote, the right to hold office and the right to membership on Guild or Branch committees: provided, further, that their right to receive all of the other benefits of Guild and Branch membership may be restricted or modified by an reasonable limitations imposed by circumstances or conditions beyond the control of the Guild, such as by way of example, but not limitation, any restrictions imposed in connection with a Federal Credit Union.

2. Current Members of the Guild -- Current members of this Guild shall have the right to attend all membership meetings of the Guild, to vote on all matters presented thereat or to the Guild membership for vote by mail, to elect Guild officers, to receive Guild communications and to participate in all Guild activities including the holding of Guild office, and the appointment to membership on Guild committees, and to receive all of the benefits of Guild membership.

3. Current Members of the Administrative Branches -- Current members of any Administrative Branch shall have the right to attend all membership meetings of such Branch and to vote on all matters presented thereat or to the membership of such Branch for a mail vote; to elect the members of the Council representing such Branch and thereby to designate the officers and members of the Board of such Branch, to be elected to the Council and to the Board of the Branch and to be appointed to Branch committees and otherwise to participate in all of the activities of the Branch.

4. Guild Members who have lost Current status -- members of the Guild and of the Administrative Branches, who have attained and subsequently lost Current status, shall have all of the rights of the Current members of the Guild and of Current members of the Administrative Branch of which they are members, except the right to vote,

the right to hold office, and the right to membership on Guild or Branch committees, unless the Council of the Guild shall authorize such individual to serve on any specified committee of the Guild or its Administrative Branches; provided, however, that the right of such individuals to receive all of the other benefits of Guild and Branch membership may be restricted or modified by circumstances or conditions beyond the control of the Guild, such as by way of example, but not limitation, any restrictions imposed in connection with a Federal Credit Union.

5. Withdrawn Members -- Members on Withdrawn status shall not be entitled to attend meetings, to vote, to sit on committees or be elected to office or to receive Guild communications but such members may enjoy such other benefits of membership which the Council may from time to time make available to them.

6. Members Suspended or Declared in Bad Standing -- Any member suspended or declared to be in bad standing in accordance with the terms and provisions of this Constitution and By-Laws shall during such period of suspension or bad standing, be deprived of all the rights and privileges of membership, except that any such member shall not be deprived of any right to which such member would otherwise be entitled as against a producer or agent, by reason of any contract between the Guild and such producer or agent, or by reason of any minimum terms or standards maintained by the Guild affecting any such producer or agent, and further provided that the foregoing shall in no way preclude or inhibit the Guild from invoking any Guild Shop provision contained in any agreement it may have with any producer insofar as such Guild Shop provision may be applicable to any member in bad standing.

7. Any person whose membership in this Guild shall cease for any reason whatsoever shall have no right or interest in, or with respect to the property or funds of this Guild or of any Branch thereof.

Section 7. Resignation.

Only members who are in good standing and are not indebted to this Guild may tender their resignation from the Guild.

No member's resignation shall be effective unless the tender of resignation is in writing signed by the member and is accepted by the Council. The Council may, on tender of resignation, refuse to accept it and require the member either to continue his membership for a designated period not to exceed two years or to be expelled in bad standing. If, on the latter decision being made by the Council, the member chooses to remain in the Guild, his rights and privileges shall not be impaired by his tender of resignation.

Section 8. Membership Committee.

There shall be a combined Membership and Finance Committee, whose composition and tenure shall be as provided for in Section 4(c) of Subdivision B of Article VIII hereof. The Executive Director shall have the right to attend the meetings of such combined committee provided, however, that his presence shall not be a prerequisite to the holding of any meeting of the Committee.

Section 9. Application Procedure.

Any person eligible for membership in this Guild shall make application therefor to the Executive Director who shall refer such application to the Membership Committee.

The Membership Committee shall investigate such application and certify to the Council the applicant's eligibility to Associate or Current membership in the Guild and any of the Administrative Branches on the basis of the minimum requirements for qualification as specified in this Article IV.

The Council shall accept the Committee's report unless not less than one-third of the members of the Council shall protest such report in which event the Committee shall be required to present to the Council an itemized and detailed statement of the applicant's credits and employment as a writer. The Council shall then determine the eligibility of such applicant on the basis of the statement presented.

If the Council shall approve an application for membership it shall assign such member to the appropriate Administrative Branch and notify the Board of such Branch of such assignment and of the Associate or Current status in the Branch of such new member.

Changes in membership status in accordance with the requirements and limitations of the provisions hereof shall also be subject to the approval of the Council in the same manner as before provided with respect to the admission of members.

Section 10. Admission to Membership.

Notwithstanding anything contained herein to the contrary the Guild shall have the right to refuse admission to membership to any person who, prior to the date of approval of this Constitution and By-Laws, has been dropped from the membership rolls of or been placed in bad standing by the Screen Writers' Guild, Inc. or the Authors League of America, Inc. for failure to pay dues with respect to screen, radio or television writing as the case may be until he shall have satisfactorily discharged such indebtedness.

ARTICLE V

Election, Term of Office and Nomination of Officers and Members of the Council and Boards of the Administrative Branches.

A. Officers

1. President of the Guild -- The President of the Guild shall be elected by the Current members of the Guild for a term of two years, except as elsewhere herein provided.

2. Officers of Administrative Branches -- Officers of Administrative Branch shall be elected by the Current membership of the Branch for the term of one year, except as elsewhere herein provided.

B. Council and Executive Boards of Administrative Branches.

The twenty-two (non Guild Officer) members of the Council shall consist of eleven members elected by the Current membership of the Screen Writers Branch, and eleven members elected by the Current membership of the Television-Radio Writers Branch. The eleven members so elected from each Branch shall also constitute the Executive Board of such Branch, and three of such members shall be designated and elected as the Branch President, Vice-President and Secretary-Treasurer, respectively. The term of office of a Branch Board officer shall, with respect to his Branch office, his Guild office, and his membership on the Council, be for two years, and the term of a Branch Board member shall be for a period corresponding with his term of office as a Council member, which shall be two years, except as elsewhere herein provided.

C. Elections

1. All elections of Officers, members of the Council and members of the Executive Boards shall take place at the annual meeting of the Guild.

2. Each Current member in good standing of the Guild shall have the right to cast one vote:

(a) For each Guild office to be filled;
(b) For each place on the Council to be filled by the Current members of the Administrative Branch of which such member is a current member, such vote, also to determine such member's choice for each office and each place to be filled on the Executive Board of the Administrative Branch of which such member is a Current member.

3. Members may vote by mail or in person or by proxy as herein elsewhere provided or by written ballot provided that mail ballots shall not be opened except at the annual meeting at which the election is being held, by a Teller's Committee.

D. Tenure of Office

1. Nothwithstanding the foregoing provision of this Article V with reference to the term of office of officers, members of the Council and members of the Executive Boards of the Administrative Branches, it is expressly provided that any person so elected shall serve until the resignation, removal or disqualification of such person, or until the election of his successor in office.

2. If any director or Council member shall absent himself without valid reason from regular or special meetings of the Board or Council, as the case may be, on three consecutive occasions, the body affected may by a two-thirds' vote of the members thereof declare his position vacant, and in such case his position on both bodies shall be deemed vacant.

E. Filling Vacancies

In the case of a temporary vacancy amoung the Council members where the person who shall have vacated such office shall have been representing a Branch of the Guild, the Board of such Branch shall have the right to appoint a Current member of the Branch to fill such vacancy. Except as otherwise provided above, in the case of a temporary vacancy amoung the Council members or directors of the Branches, the remaining members of the body as to which such vacancy occurs shall have the power to fill such vacancy temporarily by appointment of any Current member who would be eligible to hold such position by election hereunder.

Any permanent vacancy occuring with respect to a Council member shall also be deemed to create a permanent vacancy with respect to such member's position on a Branch Board. Similarly, any permanent vacancy occuring with respect to a Board member shall also be deemed to create a permanent vacancy with respect to such member's position as a Council member. Any such permanent vacancies may be filled in the manner herein provided. The remaining delegates from the Branch of the Guild represented by the member whose position has been so vacated shall have the right to fill not more than three permanent vacancies occurring between annual meetings by appointment of any members who would have been eligible to hold such post by election hereunder, and the member so appointed may serve only until the next annual election, and if the term of the member so replaced shall not have expired at the time of the annual meeting the person elected at such annual meeting to fill such vacancy in the place of an appointee shall hold office only until the term shall expire. Additional vacancies between annual meetings may be filled only by election of the members held at any annual meeting or special membership meeting. Members so elected shall hold office until the term of the member replaced shall have expired.

Nothwithstanding anything herein to the contrary, should there be a vacancy in the Presidency of the Guild, the First Vice-President shall succeed in the Presidency and serve until the next election

of Officers of the Guild. The Second Vice-President shall then accede to the duties of First Vice-President. Should there be a vacancy in the Second Vice-Presidency either as a result of his succession to the office of First Vice-President or otherwise, Secretaryship or the Treasurership of the Guild, the Council shall have the power to appoint one of its members to fill such vacancy. The same succession procedures shall apply with respect to Branch Officerships except that the appointment to fill any vacancy shall be by the delegates of the Branch affected and the Officer so appointed shall also thereby acquire membership on the Council.

Officers, directors and Council members appointed or elected pursuant hereto shall have the powers of officers, directors and Council members regularly elected at any annual membership meeting.

F. Nominations

Section 1. Nomination Procedure for Council Members.

Not later than the first day of March of each year the Executive Board of each Branch shall appoint a nominating committee consisting of nine of such Branch's Current members in good standing, not more than three of whom may be members of the Board. Within fourteen days after appointment, the committee shall prepare and deliver to the Executive Director of the Guild a slate consisting of the names of at least two nominees for each Board office to be filled by the vote of the members of the Branch at the next annual meeting. Such committees shall also prepare and deliver to the Executive Director of the Guild a slate consisting of the names of a least two nominees for each Council position to be filled by the vote of the membership of the Branch at the next annual meeting, other than those provided for in the preceding sentence hereof. Not more than two-thirds of the nominees may be persons then holding any elective position in the Guild. If after each such nominating committee has made the nominations provided for, pursuant to this Section 1, and the nominations provided for pursuant to Section 2 of this Subdivision F, any vacancy occurs among the persons thus nominated, and if by reason of such vacancy there are less than two nominees for any office, then provided such vacancy occurs prior to April 15th of the year during which such nominations were made, the nominating committee which had theretofore made nominations for such office shall reconvene and nominate an additional nominee so that there shall be at least two nominees for such office. If such vacancy occurs on or after April 15th of such year, then the Council shall in its discretion, either directly nominate an additional nominee to fill such vacancy, or reconvene the previously appointed nominating committee to nominate a person to fill such vacancy, or appoint a new nominating committee for such purpose.

Section 2.

The Screen Writers Branch nominating committee biennially, beginning in March 1965, shall submit to the Executive Director

at least two names for each of the positions of First Vice-President and treasurer of the Guild; and the nominating committee of the TV-Radio Writers Branch biennially, beginning in March 1965, shall submit to the Executive Director at least two names for each of the positions of Second Vice-President and Secretary of the Guild.

Not later than the first day of March on alternate years beginning with the year 1965, a nominating committee shall be appointed by the Council consisting of eleven members, not more than six of the members shall be delegates to the Council, three delegates from the Screen Writers Branch and three delegates from the Television-Radio Writers Branch. Within fourteen days after appointment the committee shall prepare and deliver to the Executive Director at least two names as candidates for the office of President of the Guild.

Not more than three of the nominees referred to in the preceding subsections may be persons then holding any such elective position in the Guild.

Section 3.

(a) Any fifty or more Current members in good standing of the Guild may nominate candidates for Council office;

(b) Any twenty-five or more Current members in good standing of any Administrative Branch may nominate candidates for such of the Council members, including Branch Officers, as are to be elected by the Current members of the Administrative Branch of which the nominating members are Current members;

by signing and filing with the Executive Director on or before the Fifteenth day of April preceding the next annual meeting of the Guild, their nominations designating the names of the candidate or candidates being so nominated.

Section 4.

No member shall be nominated as an officer or Council member who has not been a Current member in good standing of the Guild, nor as an officer or Board member of an Administrative Branch of which he has not been a Current member in good standing for one year next preceding the next annual meeting of the Guild. No person nominated for Council membership may also be nominated for any Guild or Branch office other than as President of the Guild or as President of the Screen or Television-Radio Branch.

Section 5.

On or before April 1st of each year, the Executive Director shall mail copies of the slates of nominees of the nominating committees to all of the Current members of the Guild, enclosing therewith the copy of Sections 3 and 4 of Subdivision F of this Article V of the Constitution and By-Laws. As soon after April 15th of such year as shall be practicable, the Executive Director shall mail to all Current members of the Guild a secret ballot containing the names of all the nominees nominated by the nominating committees and by action of members pursuant to the provisions of Section 3 preceding, together with the notice of the annual meeting. Such ballot shall contain the names of the candidates and shall specify the office or position for which such candidate has been nominated and shall contain blank spaces for the filling of additional names of persons for whom the member desires to cast a ballot.

G. Recall

Any officer or member of the Council and any officer or Director of an Executive Board, whether elected or appointed, may be recalled at any time as follows:

1. Upon a written petition for recall signed by at lease one hundred fifty members in good standing of the Guild being filed with the Council, a special meeting of the membership of the Guild shall be called and a majority vote of the members in good standing of the Guild voting by mail, in person or by proxy at such special meeting shall be sufficient to recall an Officer of the Guild.

2. Upon a written petition for recall signed by at least seventy-five members in good standing of an Administrative Branch being filed with the Executive Board thereof, a special meeting of the membership of such Branch shall be called and a majority vote of Current members in good standing thereof voting by mail, in person or by proxy at such meeting, shall be sufficient to recall an Officer of such Branch or a member of the Council representing such Branch, which shall also constitute recall of such member as a Board member.

3. If any officer or member of the Council or Executive Board shall be recalled pursuant hereto, a vacancy shall be deemed to exist as a result of such recall and which shall be filled in the manner provided herein for the filling of vacancies.

ARTICLE VI

Council and Board Meetings: Rights and Obligations of Guild and Board Officers

A. Council and Board Meetings

Section 1.

The Council and Executive Boards shall hold their respective regular meetings at the Guild offices not less than once a month, each such meeting to occur regularly on a given day of a given week in each such month. The Council, in its first meeting following the annual election (which meeting shall occur at the time designated by the previous Council for the regular meetings of the Council) shall determine the times for the regular meetings of the Council and of the Executive Boards in accordance with the foregoing. Notice of the regular meetings of the Council and of the Boards shall be given by mail or by telephone.

Section 2.

Special meetings of the Council and of the Executive Boards shall be held upon the call of the President of the body involved or upon the written call of the members of the Council or of the Board of the Administrative Branches, as the case may be, filed with the Executive Director, in which latter case the call shall state the purpose of the special meeting. Upon the call of the special meeting pursuant hereto the Executive Director shall give written or oral notice of the time, place and purpose of the meeting to each member of the body as to which the meeting is being called, which notice shall be not less than 36 hours.

Section 3.

Fifteen members and Officers of the Council, and seven members and officers of the Executive Board of any Branch present in person shall constitute a quorum for the meetings of their respective bodies. Acts of a majority of Council members or directors at any duly called meeting of the Council or a Board at which a quorum is present shall constitute the act of the Council or Board, as the case may be, except as otherwise specified herein. A majority of the directors and officers present at any meeting, whether a quorum shall be present or not, may adjourn the meeting to a fixed future date without further notice to those present except the announcement at such meeting of the time and place of holding the adjourned meeting provided that the time so fixed shall not extend beyond the next regular meeting of that body. There shall be no voting of proxies at any Council or Board meeting.

B. Officers

Section 1.

Officers of the Guild shall be deemed to be members of the Council, and officers of the Branches shall be deemed to be directors of their respective boards for the purposes of receipt of notice of meetings, participation therein, determination of a quorum and voting on all matters presented thereat.

Section 2.

The President of the Guild shall be the first Executive officer of the Guild and shall preside at all meetings of the Guild and of the Council and shall perform such other duties as the Council may from time to time determine.

The Presidents of the Administrative Branches shall be the first executive officers of their Branches and shall preside over the meetings of the Board and meetings of the membership of their Branches and shall perform such other duties as their respective Boards may from time to time determine.

Section 3.

The Vice-Presidents of the Council and of the Branches shall perform the duties and exercise the powers of the Presidents in the event of the latters' absence, and perform such other duties as their Council or Boards, as the case may be, may from time to time determine.

Section 4.

The Secretary of the Guild and Secretaries of the Branches shall keep true records of all proceedings of their respective governing bodies and shall perform such other duties as may be directed by their Council or Boards, as the case may be.

The Secretaries shall be the custodians of the records and minutes of their respective organizations.

Section 5.

The Treasurer of the Guild shall receive all monies of the Guild and all monies collected by the Guild on behalf of the members and shall deposit all such monies in the name of the Guild, in such depository as shall be approved by the Council and, at the direction of the Council, he shall dispose of the funds of this Guild.

The Treasurers of the Branches shall, with respect to any monies entrusted to them, have the same responsibilities and obligations to the Branch Board as are hereinbefore provided with respect to the responsibilities and obligations of the Guild Treasurer to the Council.

The Treasurers shall keep true and correct accounts of the funds entrusted to them pursuant to the provisions hereof and the Treasurer of the Guild shall submit a combined monthly statement showing the status of the respective accounts and funds to the Council and each of the Boards. Not later than sixty (60) days after the close of the Guild's fiscal year , the Treasurer of the Guild shall prepare and submit to the Executive Director, for the use and information of the Council and Boards, a complete financial statement covering the Guild and Branch treasuries, for the period since the last such statements were prepared and issued and copies of such statements shall be mailed to each Current member of the Guild not later than ninety (90) days after the close of the Guild's fiscal year. The Treasurer of the Guild shall also prepare whenever so requested by the Council, a combined financial statement showing in reasonable detail all income and disbursements covering the period since the last such statement was prepared.

The Treasurers shall each furnish a bond, the expense of which shall be borne by the Guild.

Section 6.

The functions of Secretary and Treasurer as herein provided shall be combined for the purpose of establishing an officership for each Branch, to be known as Secretary-Treasurer.

Section 7.

Officers of the Guild and officers of the Branches shall be members ex officio of all standing committees of the Council and Branches respectively.

ARTICLE VII

Membership Meetings

Section 1.

The annual meeting of this Guild shall be held on the Third Thursday in May. The meeting shall be held in the County of Los Angeles at such hour and place as the Council may designate for the purpose of electing officers and members of the Council, officers and members of the Boards of the Branches, considering reports of the affairs of the Guild and its Branches and for the transaction of such other business as may properly be brought before the meeting.

For good cause, the Council may fix the date for the annual meeting on other than the date above designated, but not more than five days before or after such date.

Section 2.

Notice of each annual meeting shall state the place, day and hour of the meeting and shall be mailed not less than ten days nor more than thirty days before the date of such meeting to each member at the address last registered with the Guild.

Section 3.

Special meetings of this Guild or of any of the Branches shall be held whenever called by the Council in the case of a Guild meeting, or the Board in the case of a Branch meeting, and shall also be held within thirty days after being so requested in writing by at least ten percent of the Current members of the Guild in good standing where a Guild meeting is requested or at least ten percent of the Current members of the Branch in good standing, where a Branch meeting is requested, which request shall specify the purpose of such meeting. If so requested in the petition, the notice of such special meeting shall be sent to the membership with such statement of reasonable length relevant to the call of the meeting as shall be prepared and submitted with the petition.

Special meetings shall also be called at the time and place and for the purpose designated in any resolution adopted to that end at any membership meeting.

Notice of the time and place of special meetings shall be sent to each Current member entitled to attend such meeting at least twenty days prior to the date of said meeting; provided, however, that ten days' notice shall be sufficient if such notice is sent either by telegraph or by airmail to each member whose address is outside a radius of five hundred miles from the place from which the notice is sent.

Notwithstanding anything to the contrary herein contained, the Council may call a special membership meeting on 48 hours' notice to each member entitled thereto by telegraph, telephone, special delivery mail or by any other means of communication which will give actual notice within a short period of time, solely in the case where (a) such membership meeting is called for the purpose of discussion and taking action on the authorization and/or issuance of a restraining order; or (b) a restraining order has been authorized and/or issued and the membership meeting is being called to discuss and take action on matters pertaining thereto.

Section 4.

(a) Only Associate, Current and Guild Members shall have the right to attend Guild membership meetings and only Associate, Current and Guild members of a Branch shall be entitled to attend membership meetings of that Branch.

(b) Only Current members of the Guild in good standing shall have the right to vote at Guild meetings and only Current members in good standing of a Branch may vote at meetings of that Branch.

(c) Any members having a right to vote at a meeting pursuant to the provisions of this Section, who is absent from such meeting, may vote by giving a written proxy to any other member entitled to vote and who will be present at such meeting provided that a proxy may only be given to be voted at a particular meeting, the date of which is to be specified in such proxy, of the Guild or a Branch, and any proxy purporting to authorize its holder to vote at more than one meeting shall be null and void.

Section 5.

Between annual meetings, the Council or the Branch Boards may submit any matter over which they have authority to their respective memberships for a vote by mail without a meeting.

Notwithstanding the generality of the foregoing, a mail ballot on any of the following matters shall be valid only if conducted in conjunction with a duly held and called annual or special meeting of the Guild or a Branch, as the case may be, at which meeting such measure is considered and voted upon.

(a) Any restraining order or other measure directly affecting the interruption or resumption of work or the disposition of material except any order issued pursuant to Article IX, Subdivision C, Section 4 hereof;

(b) Any collective bargaining agreement or Code of Fair Practice affecting a substantial portion of the membership or any amendment, extension, termination or cancellation thereof; or

(c) Any measure relating expressly to the corporate integrity of the Guild such as a merger or affiliation.

Section 6.

At each membership meeting of the Guild or a Branch, the presiding officer shall appoint not less than seven Current members in good standing present in person, to act as a Teller's Committee, and as inspectors for the meeting, and to pass upon all ballots and to canvass the votes cast at such meeting.

Section 7.

(a) Fifteen percent of the Current members in good standing of the Guild or ten percent of the Current members in good standing of the Branch present in person at a duly called meeting, shall constitute a quorum provided that in the case of the Guild such fifteen percent shall include at least ten percent of the Current members in good standing of each of the Branches, and provided further that in the case of the Guild ten percent of the Current members in good standing of the Guild (which shall include at least five percent of the Current members in good standing of each of the Branches) and in the case of a Branch five percent of the Current members in good standing of the Branch shall constitute a quorum with respect to, and only to, such matters as are required by this Constitution and By-Laws and such matters as are determined by the Council or Branch Board to be acted upon by mail ballot in conjunction with a duly held and called annual or special meeting of the Guild or of a Branch, as the case may be. Provided, however, that if the total number of Current, Guild or Branch members attending a meeting, when added to the number of mail ballots received on a particular issue shall equal the above quorum requirements, then said members in attendance shall be permitted to vote on said issue, and the ballots cast by those attending the meeting and by those voting by mail shall be determinative of the particular issue.

(b) If a quorum be not present for a meeting, the presiding officer shall adjourn the meeting to a day and hour not more than thirty days thereafter. If the call for such meeting specified measures to be voted on, then at the next meeting of the Council or Board, as the case may be, it may determine to submit to the membership for a mail vote some or all of the matters noticed for such meeting shall be so submitted, then the mail ballots shall also contain a notification that the notice of such meeting is vacated and that the meeting will not take place.

Section 8.

All action taken at meetings shall be by a majority of those voting on the question, except as otherwise provided in this Constitution and By-Laws.

Section 9.

At the opening of each annual meeting any Current member in good standing may request new business to be placed on the agenda of the meeting, and the presiding officer shall keep the agenda open for a reasonable length of time after the opening of the meeting.

Upon the closing of the agenda, the presiding officer shall announce to the meeting every proposal or resolution on the agenda submitted prior to the close thereof.

Section 10.

Neither the Guild nor any Branch shall make a loan or contribution of $500.00 or more unless a resolution approving such measure shall be adopted at a meeting of the Guild or Branch, as the case may be, the call for which shall have included notice of the proposed resolution, provided, however, that no loan or contribution in any amount may be made for political purposes or any other purpose outside those specified in the objects of the Guild.

Section 11.

To the extent reasonably practicable under the circumstances, the presiding officer at every Guild and Branch membership meeting shall conduct such meetings in accordance with Robert's Rules of Order.

ARTICLE VIII

DUES, ASSESSMENTS, GUILD AND BRANCH FINANCES

A. Dues and Assessments

Section 1.

The basic dues of each Associate, Current and Guild member shall be ten dollars ($10.00) per quarter, except that the percentage dues required in Section 2 of this Article shall be credited against such basic dues for each quarter.

Section 2.

In addition to the basic dues, each member of the Guild shall pay at the end of each quarter of the Guild's fiscal year dues as follows:

(a) An amount equal to one percent of such member's gross income from the sale or licensing of literary or dramatic material previously unpublished and unproduced in another medium and his earnings from the engagement of his services for and in connection with the writing of literary or dramatic material for use in the production of theatrical motion pictures and radio and television programs and for programs produced for "paid television" during the quarter then ended; and

(b) The amount of Ten Dollars ($10.00) as and for a quarterly bookkeeping charge, provided, however, that if the amounts provided for in (a) above shall be paid within the one hundred twenty-day period following the date upon which amounts become due, or any additional reasonable period recommended by the Membership Committee or if a statement shall be filed within said one

hundred twenty-day period that no amount is due, such bookkeeping charge shall be waived.

(c) Any monies paid to a corporation a substantial amount (in no event less than twenty-five percent) of the stock of which is either owned or controlled by a member of the Guild which such monies are paid for said member's writing services or for the sale or licensing of his literary or dramatic material, as described in (a) above, shall be deemed to be such member's gross income for the purposes of this Section.

Section 3.

The Council may levy special assessments upon the members of the Guild upon condition that the same be authorized by two-thirds of the Current Members of each Administrative Branch voting at an annual or special membership meeting called for that purpose or by a mail ballot.

Section 4.

Any member who is in arrears in the payment of dues or assessments to the Guild for four months after being billed therefor may be declared not in good standing or may be suspended or expelled from membership in the Guild and any Administrative Branch of which he is a member by action of the Council. Re-instatement shall be upon such terms and conditions as the Council may direct.

Section 5.

The Guild shall have the right to impose an initiation fee with respect to all persons who shall apply for membership in the Guild. The Council may, in its discretion, in imposing such initiation fee, make reasonable membership classifications and apply such initiation fee ingreater or lesser amounts among such classifications; provided, however, that the fee so imposed shall be applied uniformly with respect to the members of each classification; and provided, further, that in no event shall the amount of any such initiation fee applied to such classification exceed the sum of Two Hundred Dollars ($200.00).

Section 6.

The Council may, in its discretion, waive the basic dues set forth in Section 1 hereof with regard to members who have not been employed or sold literary material during the preceding quarter, where said member is either qualified for a full pension under Pension Plan provisions negotiated by the Guild, or is fully disabled; except that no such waiver granted to a disabled member shall be granted for a longer period of time than said member has previously enjoyed Current Status.

B. Guild and Branch Finances

Section 1.

All membership dues as well as any assessment authorized by the membership shall be paid directly to the Treasurer of the Guild.

Section 2.

Subject to the provisions of Section 3 and 4 hereof, all Guild income shall be used and disbursed for Guild and Administrative Branch purposes as such use and disbursement shall from time to time be authorized and directed by the Council.

Section 3.

(a) Within forty-five days after the end of each fiscal year the Treasurer of the Guild shall compute the gross income of the Guild during such year and shall subtract therefrom the total expenditures for such year, plus an amount equal to fifteen percent of such gross income to whatever extent there shall be a surplus available therefor at such time, which is to be set aside for emergency purposes. The emergency fund shall be limited to and maintained at a sum of $150,000.00 and when such limit is reached no additional sums shall be set aside for emergency purposes unless such limit be increased upon a vote of two-thirds of the members of the Council, provided further, however, in no event shall the annual allocation for the emergency fund exceed fifteen percent of the Guild's annual gross income. If there shall not be a sufficient surplus to provide for the fifteen percent emergency fund, as herein provided in any given year, then the amount of the deficiency shall be added to the allocation for the emergency fund in the following years in order that there shall be an average allocation of fifteen percent of the gross income of the Guild for emergency fund, provided further, however, that in any event the emergency fund shall be limited to $150,000.00 unless increased in the manner prescribed heretofore. Withdrawals from the emergency fund shall be authorized by a vote of two-thirds of the Council, and, in the event of such withdrawal, the membership will be advised as to the amount of withdrawal and reasons therefor.

(b) The sums heretofore allocated to a Branch may be expended by such Branch at any time, and from time to time, as the Branch may in its sole discretion deem fit, upon the presentation of a written requisition to the Treasurer of the Guild by the President and Treasurer of the Branch involved.

Section 4.

(a) The Council may not make or authorize the expenditure of Guild funds for any purpose other than to defray normal and necessary expenses incident to the operation of the Guild and the administration of its basic agreements and codes without the approval of the Finance Committee.

(b) An affirmative vote of one-third of the total membership of the Council present at a duly called and held meeting thereof shall be sufficient to require the referral of any particular expenditure to the Finance Committee.

(c) The Finance Committee shall be composed of five members, three of whom shall be selected from the Branch whose members have contributed the largest amount of dues to the Guild other than basic dues in the preceding fiscal year. The members of the Finance Committee shall be chosen annually by the Executive Board of the Branches which they represent at the first regular meeting of such Branch Board after the annual meeting of the Guild. The Treasurer and the Secretary of the Guild shall be, respectively, the non-voting Chairman and Vice-Chairman of said committee.

C. Fiscal Year

Section 1.

The fiscal year shall commence on April 1.

ARTICLE IX

NEGOTIATION AND RATIFICATION OF COLLECTIVE BARGAINING AGREEMENTS, RESTRAINING ORDERS

A. Preparation and Approval of Demands

Section 1.

All collective bargaining agreements and Codes of Fair Practice providing for nationwide uniform minimum conditions of employment or acquisition of literary or dramatic material shall be negotiated in accordance with procedures set forth in Article XIV hereof.

Notwithstanding anything herein contained to the contrary all collective bargaining agreements and Codes of Fair Practice falling within the sphere of administrative authority of the Screen Writers Branch shall be negotiated and ratified and restraining orders issued in connection therewith in accordance with the provisions of Section 2 hereof.

Section 2.

All collective bargaining agreements and Codes of Fair Practice other than those provided for in Section 1 and Section 3 hereof shall be negotiated in the following manner:

The Executive Board of the Branch having administrative authority with respect to such agreements or Codes shall appoint eleven members of the negotiating committee. At least one member of the Executive Board of such Branch shall serve as one of the aforesaid members of such negotiating committee. The Executive Board of the other Branch and the Council shall each designate two additional members of such negotiating committee. With respect to collective bargaining agreements or Codes which shall be administered by more than one Branch, each such Branch shall appoint seven members of the negotiating committee and the Council shall appoint one of its members who shall serve as an additional member of such negotiating committee.

In the event of radio or television negotiations relating to so-called "Staff Shops," the negotiating committee may consist of five members including the shop steward, one other member of the shop and one member selected by each Branch Board.

The Committee shall proceed to draft a set of demands which shall be submitted for the approval of the Executive Board or Boards which has or have designated the majority of the representatives on such Committee and of the Council, in that order, and thereafter the pattern of such demands shall be presented to the membership of the Branch affected. If a majority of the Board or Boards or of the membership of such Branch, or two-thirds of the Council shall disapprove of the demands in whole or in part, they shall be referred back to the negotiating committee for further study, revision and resubmission to the Board or Boards, Council and membership.

Section 3.

The negotiation of any collective bargaining agreement or Code of Fair Practice relating to the employment of a writer or the acquisition of literary or dramatic material or rights therein for the purpose of producing a motion picture intended solely and exclusively for release and distribution to "paid" television as hereinbefore defined shall be conducted in the following manner:

(1) The negotiating committee shall consist of five representatives of each Branch chosen by their respective Executive Boards, and a non-voting Chairman designated by the Council from among its own members.

(2) The committee shall proceed to draft and submit a set of demands to the Council and to the membership of the Guild for approval, in that order. If either a majority of the Council or the membership shall disapprove of such demands they shall be referred back to the negotiating committee for further study, revision and resubmission to the Council and the membership.

B. Ratification

Section 1.

The ratification of all collective bargaining agreements and Codes of Fair Practice referred to in Section 1 of subdivision A hereof shall follow the procedure provided for in Article XIV hereof.

Section 2.

All collective bargaining agreements and Codes of Fair Practice covered by Section 2 of Subdivision A hereof shall be ratified in the following manner:

The negotiating committee referred to in Section 2 of subdivision A shall negotiate with the persons, firms or corporations with whom agreement is being sought until terms are agreed upon, the ratification of which the committee is prepared to recommend or until the committee desires to recommend the cessation of

negotiations and the imposition of a restraining order to support its demands. If it shall recommend ratification, such recommendation shall be submitted to the Board of the Branch affected, the Council and the Branch membership in that order. If a majority of the Board or the membership or two-thirds of the Council shall disapprove of such recommendation, the reasons for such disapproval shall be conveyed to the negotiating committee which shall thereupon resume negotiations until such objections have been resolved or an impasse in negotiations has been reached. Notwithstanding anything herein contained to the contrary, in the event of radio or television negotiations relating to so-called Staff Shops, the ratification of the terms of any collective bargaining agreement relating thereto shall be voted upon only by writers who are entitled to current status in the Television-Radio Branch on the basis of employment in the fields of Radio, if such negotiations shall relate to Radio staff contracts, or employment in the field of Television, if such negotiations shall relate to Television staff contracts.

Upon the terms of such agreement or Code being ratified and approved by the Board, Council and Branch membership as above provided, the agreement or Code shall be executed by the Guild and Writers Guild of America, East, Inc., as provided for in Article XIV hereof.

Section 3.

The procedure for the ratification of collective bargaining agreements and Codes covered by Section 3 of subdivision A hereof shall be identical with the procedure prescribed in Section 2 of this subdivision, except that approval of a majority of the Council and the membership of the Guild only shall be required for ratification of such agreements or Codes.

C. Restraining Order

Section 1.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 1 of subdivision A hereof shall be issued in the manner prescribed in Article XIV hereof.

Section 2.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 2 of subdivision A hereof shall be issued in the following manner:

(a) The negotiating committee shall inform the Executive Board of the Branch directly involved when an impasse in negotiations has been reached. If the Board shall conclude that a restraining order should be issued it shall so recommend to the Council, which shall meet not later than 96 hours thereafter to consider such recommendation. The Council shall adopt such recommendation unless two-thirds or more of the Council members shall reject such recommendation, in which event no restraining order shall issue.

(b) If the Board's recommendation is adopted, the Council, after approval by the Branch membership in the manner hereafter provided, shall issue an order directing all members of the Guild to cease rendering services to and refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations named in such directive. Notwithstanding anything herein contained to the contrary, the current membership for the purposes of this paragraph, in connection with so-called radio or television Staff Shops negotiations, shall be deemed to include only those members who are entitled to current membership in the Television-Radio Branch of the Guild on the basis of employment in the field of Radio, if such negotiations shall relate to Radio staff contracts, or employment in the field of Television, if such negotiations shall relate to Television staff contracts.

The Executive Director of the Guild shall immediately notify the Writers Guild of America, East, Inc., of such proposed action and shall also proceed to ballot at a meeting, or by a mail ballot issued in connection with such meeting, as authorized by Section 5 of Article VII, the current membership of the Branch whose Board recommended the issuance of the restraining order to determine whether such action meets with the approval of the Branch members. If such membership approves the proposed action, the restraining order shall be issued and continue until withdrawn by action of the Council.

(c) If the Board's recommendation is not adopted, the reasons therefor shall be conveyed to the Board and the negotiating committee for further study and action thereon.

Section 3.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 3 of subdivision A hereof shall be issued in the following manner:

(a) The negotiating committee shall inform the Council when an impasse in negotiations has been reached. The Council may then either give further instructions to the committee or, after approval by the Guild membership in the manner hereafter provided, issue an order directing all members of the Guild to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to each person, firm or corporation mentioned in such directive.

(b) The Executive Director of the Guild shall immediately notify the Writers Guild of America, East, Inc. of such proposed action and shall also proceed to ballot at a meeting, or by a mail ballot issued in connection with such meeting, as authorized by Section 5 of Article VII, the current membership of the Guild as to whether they are in favor of the proposed restraining order. If the membership approves such order it shall be issued and remain in effect until withdrawn by the Council.

Section 4.

Notwithstanding anything hereinbefore contained to the contrary, the Executive Board of any Branch may, upon reasonable notice to the person, firm or corporation so charged, and after giving such party a hearing at which such party shall have been given a fair opportunity to be heard, determine that any such party having or seeking to have professional relations with a member of the Branch in the area over which such Branch has administrative authority, is irresponsible, financially or otherwise, or has perpetrated a fraud, has deliberately violated professional or commercial obligations, or has conducted himself unfairly in any such transaction, or that by reason of his previous conduct it is reasonable to believe that members undertaking professional relations with him will probably suffer financial or professional injury, or that such party refuses to bargain collectively with the Guild.

The Executive Board shall notify the Council of any such determination and provided there is no contract in existence between the Guild and such party that prohibits such action the Council shall thereupon have the right (subject to such terms and conditions as in the Council's discretion shall be deemed advisable) to instruct the membership not to enter into any contractual commitments with such person, firm or corporation for the rendition of their services as writers or for the sale or licensing of their literary or dramatic material or rights therein until further notice from the Council.

The Executive Board may instruct the Council to withdraw such order, or the Council on its own initiative may order the withdrawal of such order, on such terms and conditions as in the Executive Board's or Council's discretion (as the case may be) shall be deemed necessary to protect the interests of all writers in their dealings with such party.

Nothing herein contained shall require the holding of a hearing (as referred to in the first paragraph of this Section 4) unless the party so charged chooses to have one.

ARTICLE X

DISCIPLINE

A. Grounds

Any member of the Guild who shall be found guilty, after a hearing conducted in accordance with the procedures herein prescribed, of any act or failure to act, or any conduct which is prejudicial to the welfare of the Guild, or any of its Branches or of unfair dealing with an employer or purchaser or licensee of his material, or of failing to observe the Constitution and By-Laws of this Guild or any lawful order of the Council or of a Branch Board, or of failing to abide by the requirements of any minimum basic agreement or Code of Fair Practice to which the Guild is a party, may be suspended, declared not in good standing, expelled from membership in the Guild, be asked to resign or in lieu thereof, or in addition thereto, he may be censured, fined or otherwise disciplined.

B. Procedure

Section 1.

Any current member of the Guild in good standing, or the Council or a Branch Board, may invoke the provisions of this Article by filing written charges with the Executive Director not later than one year after the date upon which the alleged offense occurred or one year after the alleged offense could reasonably be discovered by such current member or by the Council or a Branch Board, whichever date is later. The charges shall specify as succinctly and explicitly as possible the nature of the offense and the date and place of its occurrence.

The provisions of Section 2 and Section 3 next following shall not apply to disciplinary proceedings directly invoked by the Council or a Branch Board, as the case may be.

Section 2.

The Executive Director shall refer the charges to the Executive Board of the Branch having administrative authority over the field of writing in which the offense is alleged to have been committed, for further action. If, however, the offense is one against the Guild, such as, for example but not by way of limitation, engaging in "dual unionism" or violating an order of the Council, the charges shall be referred to the Council for further action.

"Dual unionism" for the purposes of this paragraph shall be defined as the holding of membership in or the affiliation with any group, club, society, labor union or other organization which in the opinion of the Council exercises or claims to exercise duties and functions similar to those exercised by this Guild, or which claims jurisdiction in whole or in part over matters which are within the jurisdiction of this Guild.

Section 3.

If the Board or Council, as the case may be, shall determine that the charges appear on their face to be without merit, it shall dismiss them and the party filing the charges shall be so notified. If any Board fails to take action with respect to a charge referred to it by the Executive Director prior to the expiration of the calendar month following the month in which the charges were referred to it, the Council may by a two-thirds' vote treat the case as one over which it has original jurisdiction.

Section 4.

Within fifteen days after a decision is made to proceed with a disciplinary hearing pursuant to Section 3 hereof or within fifteen days after written charges have been filed with the Executive Director by the Council or a Branch Board pursuant to Section 1 hereof, the Executive Board shall select five current members in good standing of the Branch in the case of a Board disciplinary action and the Council shall select five current members of the Guild in good standing in the case of Council disciplinary action, none of whom are interested in the proceeding other than as Guild members, to act on a trial committee.

Section 5.

After the trial committee has been selected, a copy of the charges shall be served upon the member against whom the charge has been made accompanied by a notice designating the date and place of hearing, which notice and charges shall be served in person or by registered mail, the hearing date so noted to be not earlier than fifteen days after the date of such service.

Section 6.

The member charged shall have the right to be present at said hearing, and to be represented by counsel or by a current member in good standing of the Guild. The Executive Director shall present to the committee the charges and any evidence with respect thereto. The member charged shall have the right to introduce evidence, present witnesses on his own behalf and to cross-examine any witnesses who shall testify in support of the charges. A record shall be kept of the proceedings but the testimony produced need not be under oath nor shall the committee be bound by any of the rules of evidence applicable in the courts of law.

Section 7.

The trial committee shall prepare a written report of its findings signed by its Chairman, with a recommendation as to whether discipline should be imposed and if so as to the nature thereof. If the case is one within the jurisdiction of the Executive Board, the findings and recommendations shall be addressed to the Board. If the case is one within the jurisdiction of the Council the findings and recommendations shall be addressed to the Council.

Section 8.

The Board or the Council, as the case may be, may adopt the findings and recommendations of the trial committee or may reject them. If the committee or the Board or the Council shall find or hold the member charged innocent, he may not be retried although the findings of the committee with respect thereto are rejected. The Council or Board, as the case may be, may in its discretion impose discipline upon a member different from that recommended by the trial committee.

Section 9.

(a) Any member found guilty by a trial committee whose findings are affirmed by a Branch Board, may appeal therefrom to the Council within thirty days after he has received notice of such findings in person or by registered mail. The Council may by a two-thirds' vote reverse the findings or may decrease but not increase the discipline imposed..

(b) Any member disciplined hereunder whose discipline is affirmed by the Council or whose discipline is originally imposed by the Council may appeal such disciplinary action to the membership of the Guild at the next annual membership meeting of the Guild following the imposition thereof. A majority vote of the current members of the Guild in good standing attending such meeting shall be sufficient to reverse either the findings of the committee or the Council or to reduce the discipline imposed.

Notice of such appeal must be filed with the Executive Director of the Guild within thirty days after the member has received notice of the discipline imposed. The member shall have been given at least twenty days' advance written notice of the time and place of holding the annual meeting and he may be heard thereat in person but not by counsel. He may also, if he so elects, instead of appearing in person, be represented by a current member in good standing of the Guild.

Pending such appeal the member so disciplined shall have none of the rights and privileges of membership of which he shall have been deprived by way of discipline.

Section 10.

No member may take any court action to review any disciplinary action taken pursuant to this Article unless and until an appeal to the membership as above provided is taken and decided.

Section 11.

Any disciplinary action imposed pursuant to this Article may be modified or terminated by a two-thirds' vote of the body which had original jurisdiction of the matter.

ARTICLE XI

CONCILIATION AND ARBITRATION

In order to encourage the amicable adjustment of disputes between members, and between members and other persons with whom they engage in professional and commercial transactions, the Council may establish tribunals to conciliate and when necessary to arbitrate such disputes. The Council may in a given instance or given class of cases, of which subdivision A hereof is an example, establish procedures for the compulsory arbitration of disputes among members.

A. Committee on Original Material

Section 1.

There shall be established by the Council a permanent standing committee designated the Committee on Original Material whose number and composition shall rest in the sole discretion of the Council. The duty of said committee shall be to investigate, either upon its own motion or upon application duly made by a member in good standing of the Guild, disputes among members concerning the ownership and/or other interest in and to literary property. It shall be its further duty after a proper hearing to make a complete determination of the issues raised and to make findings and recommendations to the Council as to the manner in which such dispute should be finally and conclusively settled. Any findings and recommendations of the committee approved by the Council shall be binding on the members whose interests are involved and such members shall do all things which in the opinion of the Council are necessary to implement the decision of the Council with respect to such matter.

Section 2.

Upon application duly made in writing to the Executive Director by a member of this Guild in good standing or upon motion made in writing by the Chairman of this committee, which application or motion shall contain a concise and simple statement of the facts upon which the procedures of this Article are sought to be invoked, the Executive Director shall within ten days after receipt of such application or motion inform the committee of the making of the application and of all the facts presented to the Executive Director in connection therewith.

Section 3.

The committee, if it shall determine that the application or motion is meritorious, shall cause to be served upon all the parties affected by the dispute a notice of hearing, which notice, unless the parties otherwise agree, shall be served not less than ten days prior to the holding thereof, designating the time and place of such hearing and its purpose along with a general statement of the facts in issue. Any member of the Guild receiving such notice shall be required to attend the hearing and give such testimony as shall be required of him.

Section 4.

The hearing shall be conducted informally with every opportunity being given to the parties to present the facts. The rules of evidence applicable to civil suits need not in the discretion of the committee be adhered to.

Section 5.

After a full hearing in accordance with this Article the committee shall prepare and submit a written report of its findings and recommendations to the Council who may then either accept or reject such findings and recommendations. If they are accepted the Council shall instruct the members affected to sign the report which shall thereupon become a conclusive determination of the matters involved. If such findings and recommendations are rejected the parties shall be so informed and the Guild shall take no further or future action of any kind with respect to the matters considered and passed on by the committee and thereupon the interested parties shall be free to litigate the matter in dispute or invoke any other right or remedy at their disposal.

Section 6.

If the dispute shall involve a pending sale or other disposition of literary or dramatic property or the proceeds derived or to be derived therefrom the committee shall require the interested parties to execute bills of sale, quitclaim deeds, and any other instruments necessary to expedite and consummate such sale or other disposition unless one of the affected parties objects to the terms thereof in writing and thereafter the purchase price or other consideration paid in the consummation of such sale or other disposition shall be held in escrow by the Guild to be paid out in accordance with the findings of the committee and the approval of the Council based thereon, or in accordance with the determination of a court of law or any appropriately and validly constituted arbitration body if the Council shall reject the committee's findings and recommendations.

Section 7.

The findings and recommendations of the trial committee upon being approved by the Council shall be deemed to be arbitration proceedings within the meaning of Title IX Section 1280 to 1293 of the Code of Civil Procedure of the State of California and shall be governed by, and be subject to, the aforesaid Title.

ARTICLE XII

AMENDMENTS

Section 1.

This Constitution and By-Laws may be amended by a vote of two-thirds of the current members in good standing of this Guild and of the Writers Guild of America, East, Inc. voting in person, by proxy, or by mail ballot

at their respective annual meetings or at a concurrent special meeting called for that purpose; provided, however, that an amendment to the provisions of this Section and Section 2 or 3 of subdivision A of Article VIII shall require an affirmative vote of two-thirds of the current members of each Branch of this Guild and of the Writers Guild of America, East, Inc. attending such meetings or voting on such proposed amendment by mail.

Section 2.

No proposition to amend this Constitution and By-Laws shall be acted upon unless it shall have been authorized by resolution of the Council or the Board of one of the Branches or shall have been presented in writing to the Executive Director signed by at least fifty current members of the Guild in good standing, and a notice containing a copy of the proposed amendment shall have been mailed to each member of this Guild and the Writers Guild of America, east, Inc. together with the call for such meetings, which notice together with ballots enclosed to all current members in good standing of the Guilds shall be mailed within the time limit specified in the appropriate Articles of this Constitution and By-Laws and the Articles of the Constitution and By-Laws of the Writers Guild of America, east, Inc. for the mailing of notices of annual or special meetings of the respective Guilds, provided however that on any amendment affecting only the Constitution and By-Laws of WGAw, only the votes of WGAw shall be counted; and on any amendment affecting only the Constitution and By-Laws of WGAe, only the votes of WGAe shall be counted.

Section 3.

All current members in good standing of Writers Guild of America, east, Inc. shall be deemed to be current members of the Guild for the purposes of this Article.

ARTICLE XIII

NOTICES

Each member of this Guild shall furnish the Executive Director with an address to which notice shall be sent and shall advise the Director of any change thereof. Service of all notices shall be made either by delivering them personally, or by telegram, or by mailing the same in a postpaid wrapper to the member at the address last given by him, unless another method of delivery is specified elsewhere herein. In all cases, the required time within which notice shall be given shall run from the date of mailing or telegraphing, or in the event of personal service from the date of delivery.

ARTICLE XIV

AFFILIATION

Section 1. Affiliation Agreement.

This Guild shall be affiliated with the Writers Guild of America, east, Inc. (hereinafter to be referred to as "Writers Guild east") and all of the

terms and conditions of such affiliation shall be as herein set forth, provided further that such terms and conditions shall be contained in an agreement in writing to be executed by this Guild and the Writers Guild East.

Section 2. Rights and Obligations.

Each Guild shall, except as otherwise expressly provided in this Article, conduct its affairs in its own name and for its own account, and shall not use or permit the use of the name of the other, except to make known the fact of affiliation. The Guilds shall not use each other's credit in any manner whatsoever, nor represent or permit others to represent that either is the agent of the other except to the extent permitted hereunder.

Section 3. Transfer of Membership.

(a) An Associate, current or Guild member of either Guild who wishes to transfer his membership to the other Guild shall apply to the Executive Director of the Guild of which he is then a member for a transfer card.

Upon receipt of such request, the Executive Director shall prepare a card certifying the member's status both as a member of the Guild and as a member of any of the Administrative Branches thereof.

Upon presentation of such card to the Executive Director of the Guild to which such member seeks a transfer, he shall be assigned status in such Guild and in the Administrative Branches thereof as he then holds in the Guild from which he has obtained the transfer card, provided that he shall be accorded any more advantageous membership status to which he is entitled on the basis of the qualifications and requirements of the Guild to which he is transferred.

(b) If a member shall avail himself of the provisions of subdivision (a) he shall relinquish his voting rights, membership and all rights in the Guild from which he obtained the transfer card and shall be entitled to all the benefits afforded by the other Guild to its members of the same status as that of the transferring member.

(c) Any member declared to be in bad standing, suspended or expelled by one Guild shall not until he has been restored to membership in good standing, be entitled to membership in the other Guild.

(d) The Executive Director of the Guild shall furnish monthly to the Secretary of the Writers Guild of America, East, the names, addresses and dates of admission of all new members of this Guild and of the status of such members as Associate or current members of the Guild and of any of its Administrative Branches; such report shall also list changes in the membership status of any members of the Guild which have taken place in the preceding month.

(e) Any member of either Guild, who shall take up and maintain residence in the geographic area over which the other Guild exercies jurisdiction, for a period of three months, shall automatically be deemed to have requested transfer of membership to such other Guild at the end of such three-month period. All of the provisions of this section shall thereupon apply to such member except that the transfer card shall be prepared and transmitted directly from the Guild in which he is then a member to the Executive Director of the Guild to which his membership is being transferred. The provisions of this subsection shall not apply to a member of Writers Guild, west, taking up residence in connection with a theatrical motion picture assignment in the geographic area over which Writers Guild, east exercies jurisdiction.

(f) Notwithstanding the above sub-paragraph if a member of Writers Guild, east, shall be employed or sell literary material for a theatrical motion picture, he shall thereupon also become a member of the Screen Branch of Writers Guild, west. So long as said individual shall remain a member of Writers Guild, east, his dues shall be allocated in accordance with the provisions of Section 5 of this Article.

Section 4. Administrative Relations.

The Television and Radio Branches of the Guild shall maintain administrative relations with their respective counterparts, and may agree upon and pursue joint action with respect to the administration of collective bargaining agreements and Codes, provided that copies of all correspondence, and memoranda of all other communications between the Administrative Branches shall be filed with the Executive Director of both Guilds

Section 5. Allocation of Dues.

If a member of either Guild shall derive income from the rendition of services or the sales of literary or dramatic material or the licensing of rights therein in the geographic area over which the other Guild has jurisdiction, the dues paid by such member on the income so derived shall be allocated as follows:

(a) with respect to income derived from the fields of radio and television, fifty percent of the dues thereon shall be distributed to Writers Guild, east, and fifty percent of the dues thereon shall be distributed to Writers Guild, west;

(b) with respect to income derived from theatrical motion pictures, one hundred percent shall be distributed to Writers Guild, west, except that if such income shall be derived from the fields of commercial, educational or documentary films, the dues thereon shall be allocated in accordance with the provisions of subdivision (a) preceding;

(c) if a member of one Guild shall have his membership transferred to the other Guild pursuant to the automatic transfer provisions provided for in Section 3 of this Article, then the allocation provided for in subdivision (a) hereof shall not apply and the dues payable on all income derived from and after the commencement of his new residence shall be paid to the Guild to which his membership has been so transferred. The Treasurer of the Guild of which such writer is a member shall remit such fifty percent (or one hundred percent as set forth in subsection (b) of this Section) to the Treasurer of the other Guild within ten days after receipt thereof.

Section 6. Negotiation, Ratification, Administration of Collective Bargaining Agreements and Codes.

1. All collective bargaining agreements and Codes of Fair Practice of the type referred to and described in Section 1 of subdivision A of Article IX hereof shall be negotiated and ratified in the following manner:

(a) The negotiating committee shall be chosen in the same manner as is provided for in Section 2 of Article IX hereof by the Board and Council in the geographic area where such negotiations are to be conducted, with the addition thereto of two representatives from the other geographic area, one of whom shall be appointed by that Council and the other of whom shall be appointed by that Board of the Branch which will exercise administrative authority over the collective bargaining agreement or Code to be negotiated.

(b) The committee shall proceed to draft a set of demands to be submitted for the approval of the Boards (Executive Committee for WGAe) of the Administrative Branches of both Guilds having administrative authority with respect thereto and of the Councils in that order, and thereafter the pattern of such demands shall be presented to the memberships of such Branches. The Boards shall consider the demands in concurrent session and the same procedure shall be followed by the Councils. If a majority of the combined members of the Boards or two-thirds of the combined members of the Councils shall disapprove of the demands, they shall be referred back to the negotiating committee for further study, revision and resubmission to the Boards, Councils and membership as aforesaid. Following approval by the Boards and Councils, the demands shall be submitted to the membership of the Branch in the area of primary interest, (i.e., the geographic area where such negotiations are to be conducted) which shall vote first, and then the other Coast shall vote. If a majority of the membership of the Branch in the area of primary interest shall disapprove of the demands they shall be referred back to the negotiating committee for further study, revision and resubmission to the Board, Council and membership as aforesaid unless the vote of the membership in the area voting second as aforesaid is contrary to the vote of the area of primary interest by a two-thirds' vote, in which event the votes of both areas shall be counted on a cumulative basis to determine the approval or disapprovel of the demands. If on such basis the demands are disapproved they shall be referred back to the negotiating committee for further study, revision and resubmission to the Board, Council and membership.

(c) Upon a set of demands being approved pursuant to the above described procedure the negotiating committee shall commence to negotiate thereon with the persons, firms or corporations with whom agreement is being sought. Such negotiations shall continue until the committee shall be prepared to recommend either the ratification of terms agreed upon or the cessation of negotiations and the imposition of a restraining order to support its demands. If it shall recommend ratification, such recommendation shall be submitted to and shall be considered by the Boards, Councils and memberships in the same manner as is provided for in the next preceding paragraph with respect to

the submission of the original demands. If such recommendation is disapproved by a majority of the combined members of the Boards or of the memberships of the Branches, or by two-thirds of the combined members of the Councils, the reasons for such disapproval shall be conveyed to the negotiating committee for further study and action thereon.

Upon the terms of such agreement or Code being ratified and approved by the Boards, Councils and membership as above provided, the agreement or Code shall be referred to the Guilds for execution in the manner hereinafter provided.

Section 7. Signatories to Collective Bargaining Agreements and Codes.

Both Guilds shall be signatories to all collective bargaining agreements and Codes whether negotiated individually or jointly pursuant to the provisions of this Constitution and By-Laws provided that the authority to administer such contracts shall be delegated to the Branch thereof which has in fact negotiated and approved such contract or Code except with respect to contracts or Codes covered by Section 3 of subdivision A of Article IX, and provided further that with respect to contracts and Codes referred to in the previous section of this Article, the administrative authority of the Guilds and their Administrative Branches with respect thereto shall be delegated as follows:

west of the Mississippi River to the Guild;
east of the Mississippi River to Writers Guild East

Section 8. Restraining Orders.

(a) If a restraining order shall be issued by the Council of either Guild with respect to the negotiation of the contracts or Codes of the type referred to in Sections 2 and 3 of subdivision A of Article IX hereof or after a hearing (if required) conducted in accordance with Section 4 of subdivision C of said Article, the Council of the other Guild upon being notified of such action shall immediately issue an order to the membership of such Guild directing them to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations mentioned in such order. Such order shall be withdrawn upon the withdrawal or expiration of the original restraining order.

(b) Restraining orders with respect to collective bargaining agreements and Codes covered by Section 6 of this Article shall be issued in the following manner:

If pursuant to the procedures provided for in sub-paragraph (c) of said Section 6 the negotiating committee shall recommend the imposition of a restraining order and such recommendation shall be adopted by a majority of the combined members of the Boards sitting in concurrent session, such recommendation shall be adopted by the Councils unless two-thirds or more of the combined members of the Councils which shall meet in concurrent session within 96 hours after being notified of the action of the Boards, shall reject such recommendation in which case no restraining order shall issue.

If the recommendation is adopted by the Councils meeting in such concurrent session, they shall, after approval by the Branch memberships in the manner hereafter provided, issue orders directing all members of their respective Guilds to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations named in such orders.

The Executive Director of each Guild shall immediately thereafter proceed to ballot at a meeting, or by mail ballot issued in connection with such meeting, as authorized by Section 5 of Article VII, the current membership of the Branches whose combined Boards recommended the issuance of the restraining order, to determine whether such action meets with the approval of such members. The area of primary interest shall cast its ballots first and then the other area shall vote. If a majority of the membership in the area of primary interest approves the proposed action the restraining orders shall be issued unless the area voting second disapproves of the proposed action by a two-thirds' majority in which event the votes of both memberships shall be counted on a cumulative basis. If a majority of the cumulative vote approves the proposed action restraining orders shall be issued. Such restraining orders shall continue until withdrawn by action of a majority of the combined members of the Council sitting in concurrent session.

In respect to those cases in which the collective bargaining agreement covers staff employment an Associate member in good standing who has been a member of the Guild for at least 60 days immediately preceding the taking of a vote on the issuance or withdrawal of a restraining order, and who is then employed in a shop directly covered by the collective bargaining agreement in question shall have the right, in addition to all current members of the Guild, to vote in connection therewith.

Section 9. Settlement of Disputes.

(a) If any dispute shall arise between an Administrative Branch of the Guild and an Administrative Branch of the Writers Guild East, the matter shall be referred for settlement to a concurrent meeting of the Councils at which the members shall vote as a single body and in which a majority vote of the members attending shall be sufficient to settle the matter.

(b) If a dispute shall arise between the Guilds, it shall be settled in the following manner:

1. If the dispute shall relate to a matter involving the position to be taken on tax, copyright and labor legislation and on other such professional issues affecting writers, then upon the recommendation of either Council the issue shall be submitted first to the National Chairman for mediation, and then, failing agreement after reasonable effort on his part, to a mail ballot of the current membership of both Guilds who shall vote as a group and the vote of a majority of whom shall prevail and be binding on both Guilds. For the purposes only of this Section, current members in good standing of the Writers Guild East shall be deemed to be current members in good standing of

the Writers Guild East shall be deemed to be current members in good standing of the Guild and current members of this Guild in good standing shall be deemed to be current members of the Writers Guild East in good standing.

2. If the dispute shall relate to matters other than those referred to in the preceding subdivision, it shall be referred for settlement first to the National Chairman for mediation, and then, failing agreement after reasonable effort on his part, to a Board consisting of two members in good standing of each of the Guilds designated by their Councils and a fifth member designated by the four so chosen from a list prepared by the American Arbitration Association. The Association shall be informed that their list should be confined to men or women who have had experience and recognition in the field of labor relations in the entertainment industry. If the four arbitrators so selected cannot agree upon the fifth member within fifteen days after the list is submitted to them, such fifth member shall be designated by the American Arbitration Association.

Upon a fifth arbitrator being designated the Board shall designate a date for the convening of the meeting and if they cannot agree on a date in fifteen days' time, then the fifth arbitrator shall designate a date which shall be not later than fifteen days thereafter.

The Board of Arbitration shall be convened at the written request of the Council of either Guild, such request to state the nature of the controversy to be settled and the names of its two designees to the Board. Within seven days after receiving such request, the Council of the other Guild shall designate its representatives on the Board and the four shall then choose the fifth representative in the manner heretofore set forth. The first Board convened hereunder shall meet in Los Angeles, California, the second in New York and thereafter such Boards shall be convened alternately in New York and Los Angeles. The determination of the Board shall be final and conclusive and shall be binding on both Guilds. In the absence of agreement between the Councils to the contrary, all costs of arbitration shall be borne equally by the Guilds.

Section 10. National Officers and Council.

(a) The National Council

There shall be established a National Council consisting of three members of the Council of the Guild and three members of the Council of the Writers Guild East, which shall meet twice each year, on the fifteenth of April and the fifteenth of October, the first of which meetings shall take place on April 15, 1955 in the City of Los Angeles and alternately thereafter in New York and Los Angeles. The members of the National Council shall serve at the pleasure of the Council appointing them.

The meetings shall be presided over by the National Chairman and shall be devoted to a discussion of problems affecting the Guilds both as to policy and administration, and generally also any matters affecting the economic and professional welfare of all writers.

The agenda for each such meeting shall be prepared by the Executive Director of the Guild in whose geographic region such meeting is to be held, in collaboration with the National Chairman, provided that any member of the National Council may request the inclusion of additional matters on the agenda upon the opening of the meeting.

The expenses of members attending such meetings shall be borne by the Guild which they represent.

The delegates shall report upon such meetings to their respective Councils who shall make every effort to comply with or further action recommended at such meetings. In addition, the Executive Director who shall have prepared the agenda for the meeting shall note the action of the National Council with respect to each matter set forth thereon and discussed at the meeting and shall thereafter submit to the Council of each Guild an accurate and concise summary thereof.

The Councils East and West may, by agreement, cancel not more than one such National Council meeting each year but in no event may two successive meetings be cancelled. In the event any meeting is cancelled the next meeting shall take place in the location for which the cancelled meeting was scheduled.

(b) National Officers

1. Chairman -- At the April meetings of the National Council in alternate years, commencing with the meeting of April 15, 1955, the first order of business shall consist of the election of a National Chairman.

The first person so elected shall be a current member in good standing of the Guild and thereafter he shall be chosen alternately from the current membership of the Writers Guild East and the Guild.

The National Chairman shall hold office for two years and shall have the following responsibilities:

(1) He shall preside over all meetings of the National Council and shall supervise the preparation of the agenda for such meetings but he shall not be entitled to vote thereat.

(2) He shall expend reasonable time and effort in the mediation of all disputes between the Guilds and between the Administrative Branches thereof.

(3) He shall act as a public relations representative of the Guilds to the extent and in the manner agreed upon from time to time by the Councils jointly.

A National Chairman may be recalled at a concurrent meeting of the Councils by a two-thirds' vote of the combined members thereof.

2. There shall be a Vice-Chairman who shall be the person then holding the office of President of the Guild in the region from which the National Chairman was elected, who shall perform the duties and exercise the powers of the National Chairman in his absence or incapacity.

(c) Expenses of Officers

The expenses of the officers of the National Council in rendering their services as such officers shall be borne equally by the Guilds.

Section 11. Policy Statement.

The Guilds agree that neither will issue a public statement expressing its policy concerning a matter affecting the economic or professional interests of the members of both Guilds without prior consultation with the other Guild.

Section 12. Voting Rights of Councils.

If at any time the fixed number of Council members of either Guild, as a result of any amendment to the Constitution and By-Laws of either or both Guilds shall be less than the fixed number of Council members of the other Guild, the voting rights of the Council which is smaller in number shall be increased so that at all times the combined votes of the members of each body in the case of concurrent meetings thereof, shall equal each other.

Section 13. Voting Rights of Boards and Executive Committees.

If at any time the number of members of an Executive Board of a Branch of Writers Guild West, or of an Executive Committee of Writers Guild East, shall be less than its counterpart in the other Guild, the voting rights of the members of such Executive Committee or Board, as the case may be, shall be increased so that, at all times, the combined votes of the members of each body in the case of concurrent meetings thereof, shall equal each other.

Section 14. Revision of Credit Schedule.

The Councils shall meet biennially in concurrent session to reappraise the Credit Schedule set forth in Article IV. If two-thirds of the members of each Council shall agree, the Credit Schedule shall be submitted to the Branch memberships of each Guild, and such revision shall be deemed effective upon approval thereof by a vote of two-thirds of the members of each of the Branches voting thereon.

Section 15. Term of Affiliation.

The affiliation between the Guild and the Writers Guild East shall continue for a period of fifty years.

ARTICLE XV

DISSOLUTION

Section 1.

Upon the dissolution of the Guild pursuant to any of the applicable provisions of the Corporations Code of the State of California,

all property of this Guild shall be sold and the proceeds therefrom shall be distributed in a manner provided for in Section 2 hereof.

Section 2.

Upon the dissolution of the Guild, the proceeds of the sale of the property of the Guild and all other monies of the Guild shall be distributed in the following manner:

(a) Those amounts which are allocated to each Administrative Branch pursuant to the procedures provided for in Article VIII hereof shall be held in trust until such time as a majority of the members of such Branch have designated a new organization to represent them for the purposes of collective bargaining in the field of writing over which such Administrative Branch has exercised authority pursuant to the provisions of this Constitution and By-Laws, at which time such funds shall be turned over to such organization.

(b) All other monies held by the Guild, including proceeds from the sale of the Guild's assets pursuant to the provisions of Section 1 hereof, shall be held in trust until such time as a majority of the writers in the respective Administrative Branches of this Guild shall have designated an organization to represent them for the purposes of collective bargaining in the field of writing over which their Administrative Branches shall have had administrative authority pursuant to the provisions hereof, and as and when the members of an Administrative Branch have so designated an organization one-third of such monies shall be turned over to such organization.

(c) If, within five years after the dissolution of the Guild, a majority of the writers in any of the Administrative Branches hereof shall have failed to designate an organization to represent them for the purposes of collective bargaining as set forth in Section 2 hereof, the trustees of the funds of the Guild on dissolution shall turn over the funds which would have been allocated to such organization pursuant to the provisions of subdivisions (a) and (b) hereof, to an established and recognized agency providing charitable services and aid to persons in the entertainment industry.

Section 3.

The trustee or trustees for the funds and property of the Guild on the dissolution of this corporation shall be a bank or trust company authorized to act as such under the laws of the State of California.

ARTICLE XVI

WORKING RULES

The Guild may, from time to time, adopt Working Rules governing the working relationships of members with employers, agents and others

with whom writers have professional dealings in connection with writing services and literary properties. A proposed working rule shall be adopted only if the Council shall approve submitting such proposed working rule to the membership by mail ballot in conjunction with a membership meeting, and if the current members voting of the Guild and of Writers Guild of America, East, Inc., voting in person or by such mail ballot, shall approve same by a majority vote (provided, however, the vote of the members of the Writers Guild of America, East, Inc., shall not be required in connection with any working rule, the operation of which would be contrary to the law of New York State). Notwithstanding the foregoing, no working rule shall be deemed operative or effective if it is contrary to any provision of this Constitution and By-Laws, or if its operation causes a breach of any provision of any contract entered into by the Guild. The determination of whether any working rule is inoperative and ineffective, by virtue of the immediately preceding sentence, shall be decided in the discretion of the Council. A violation of any working rule shall be considered grounds for discipline within the meaning of sub-paragraph A of Article X hereof.

PROPOSED CHANGES TO

CONSTITUTION AND BY-LAWS

OF

WRITERS GUILD OF AMERICA, west, INC.

DECEMBER, 1972

FOR VOTING PURPOSES

- Sections in brackets are part of the Amalgamation.

- Sections IN CAPITALS are NOT part of the Amalgamation.

- Alterations and additions are underlined for ease of reference.

CONSTITUTION AND BY-LAWS

of the

WRITERS GUILD OF AMERICA, WEST, INC.

ARTICLE 1

Name and Seal

(THE NAME of this corporation shall be the WRITERS GUILD OF AMERICA,)
(WEST, INC. Its seal shall be of a design adopted by its Board of Directors.)
(Its principal office shall be in the County of Los Angeles, State of California.)

ARTICLE 11

Objects

THE OBJECTS OF THIS GUILD ARE:

SECTION 1. TO PROMOTE AND PROTECT THE PROFESSIONAL AND ARTISTIC INTERESTS OF ALL CREATORS AND ADAPTORS OF LITERARY, DRAMATIC OR MUSICAL MATERIAL IN THE RADIO, TELEVISION (LIVE OR FILM), MOTION PICTURE INDUSTRIES AND OTHER RELATED INDUSTRIES, AS SUCH INDUSTRIES ARE PRESENTLY CONSTITUTED OR AS THEY MAY HEREAFTER BE CONSTITUTED OR RECONSTITUTED AS A RESULT OF ANY TECHNICAL OR SCIENTIFIC DEVELOPMENTS OR DISCOVERIES AS WELL AS IN PAY TELEVISION, CABLE TELEVISION, COMPACT DEVICES OR ANY OTHER MEANS OF EXHIBITION OR DISTRIBUTION AS YET UNKNOWN.

Section 2. To represent members of the Guild for the purpose of collective bargaining.

Section 3. To promote fair dealing and to cultivate, establish and maintain cordial relations, unity of action and understanding among all writers and to adjust, arbitrate, settle or otherwise resolve disputes relating to the work of members, their ownership of or other interests in written material; and to promote and cultivate fair dealings, cordial relations and understanding between this Guild, its members and other professional writers on the one hand, and organizations, groups or individuals with whom they have mutual aims or interests or with whom they work or have business or professional dealings, on the other hand.

Section 4. To correct abuses to which members may be subjected; to assist members in securing equitable contracts, satisfactory working conditions and fair return in all dealings with employers and others with whom they have professional relations; and to establish and enforce standard minimum contracts and Codes of Fair Practice.

SECTION 5. TO STIMULATE AN INTEREST IN AND DEMAND FOR, AND TO PARTICIPATE ACTIVELY IN, EFFORTS TO OBTAIN ADEQUATE COPYRIGHT LEGISLATION, BOTH DOMESTIC AND FOREIGN, AND TO PROMOTE BETTER COPYRIGHT RELATIONS BETWEEN THE UNITED STATES AND OTHER COUNTRIES.

Section 6. To cooperate and/or to enter into affiliation agreements where necessary with other groups or organizations having objectives or interests in common with the Guild.

Section 7. To protect the rights and property of the Guild and its members both at law and under the provisions of this Constitution and By-Laws; and to do any and all things necessary, desirable or proper to promote the welfare and interests of the Guild, its members and all professional writers, and to carry into effect or to further any of the foregoing purposes.

ARTICLE 111

Government and Administration of the Guild

Section 1. Governing Body

Effective on and after the elections to be held in May 1973, the governing body of this Guild shall be known as the Board of Directors and shall consist of no less than sixteen (16) members plus three (3) officers, viz: President, Vice-President and Secretary-Treasurer.

Section 2. Power and Authority of the Board of Directors

The Board of Directors shall have exclusive power and authority unless

(otherwise directed elsewhere in this Constitution and By-Laws, with respect to the following matters:)

((a) The employment and discharge of all employees, agents and professional representatives of the Guild subject to the provisions of Section 3 hereof.)

((b) The exercise of all rights and authority of the Guild and the Board of Directors as such rights or authority shall be granted or specified in any and all articles of this Constitution and By-Laws.)

((c) The appointment of both standing and ad hoc committees to consider, take action or report to the Board of Directors as the case may be, in accordance with and to the extent of the authority delegated by the Board of Directors.)

((d) The determination and implementation of Guild policy with respect to governmental legislation consistent with the objects of this Guild.)

((e) The organization of additional groups of writers not presently within the jurisdiction of the Guild and the invitation to existing organizations of writers not a part of this Guild or of the Writers Guild of America, east, Inc. to become affiliates of this Guild.)

((f) The establishment and maintenance of affiliations and the entering into of agreements with other groups of writers either within or without the United States.)

((g) The establishment and maintenance of uniform terms and conditions under which Guild members may be represented by agents in connection with their services or the sale or licensing of their literary or dramatic material.)

((h) The establishment and maintenance of public relations policies of the Guild.)

((i) The establishment and maintenance of such facilities as may be operated for the benefit of all members such as but not limited to a group insurance plan, a federal credit union, manuscript registration and the preparation and circulation of market lists.)

((j) The ownership and control of the funds and property of the Guild.)

*

((k) The construction and interpretation of the provisions of this Constitution and By-Laws.)

* (Previous Sections (l) and (m) eliminated)

(1) The administration of minimum basic agreements, codes of fair practice, and other standard contracts with respect to the employment of writers in the motion picture, television, radio and other related industries for the preparation of literary or dramatic material or the acquisition of literary or dramatic material or other material previously unpublished and unproduced in any other media and the rights and licenses with respect thereto.

Section 3. Executive Director and Counsel

(a) The Board of Directors shall select an Executive Director and also an attorney or firm of attorneys who shall act as counsel to the Guild.

The appointment of such an Executive Director and attorney shall be submitted to the general membership of the Guild for approval at the first annual or special membership meeting following such appointment.

(b) The Executive Director shall be responsible for and shall have all the authority necessary to carry on the daily administration of Guild business, which authority shall include but shall not be limited to the authority to employ and discharge, the direction and control of personnel and the supervision and correlation of the work of committees and other intra-Guild activities.

*

ARTICLE IV

Membership

Section 1. General

THERE SHALL BE FOUR CLASSES OF MEMBERSHIP IN THIS GUILD, WHICH CLASSES SHALL BE DENOMINATED ASSOCIATE, CURRENT, NON-CURRENT AND WITHDRAWN. UPON APPLICATION TO AND ACCEPTANCE IN THE GUILD THE APPLICANT SHALL BE DESIGNATED EITHER AN ASSOCIATE MEMBER OR A CURRENT MEMBER IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 2 AND 3 OF THIS ARTICLE. IN THE EVENT A MEMBER SHALL FAIL TO MAINTAIN HIS CURRENT MEMBERSHIP IN THE GUILD AS PROVIDED IN SECTION 4 OF THIS ARTICLE, HE SHALL NEVERTHELESS CONTINUE AS A NON-CURRENT MEMBER.

Section 2. Eligibility for Associate Membership.

Any person engaged to write literary or dramatic material for, and any author of unpublished and unproduced literary or dramatic material as to which rights are sold or licensed or granted for use in the motion picture, radio, television industries or other related industries, as such industries are presently constituted or as they may hereafter be constituted or re-constituted, shall be eligible for Associate membership in this Guild.

* (Former subparagraph (c) and former Clause B eliminated.)

SECTION 3. ELIGIBILITY FOR CURRENT STATUS

THE UNIT CREDIT SYSTEM HEREAFTER SET FORTH IS DESIGNED TO MEASURE AS ACCURATELY AND FAIRLY AS POSSIBLE THE NATURE AND KIND OF WRITING DONE. IT SHALL BE THE DUTY OF THE BOARD OF DIRECTORS TO REVIEW THE SYSTEM AND THE DESIGNATED UNITS OF CREDIT FROM TIME TO TIME. AND WHEN, IN THE JUDGMENT OF THE BOARD OF DIRECTORS, CHANGES OCCUR IN THE INDUSTRY OR OTHERWISE WHICH WARRANT CONSIDERATION BY THE MEMBERSHIP, THE BOARD OF DIRECTORS SHALL PLACE BEFORE THE MEMBERSHIP APPROPRIATE RECOMMENDATIONS.

ANY PERSON SHALL ATTAIN CURRENT STATUS IN THE GUILD IF DURING THE PRECEDING TWO YEARS HE HAS ACCUMULATED AN AGGREGATE OF TWELVE (12) UNITS OF CREDIT AS HEREAFTER SET FORTH, WHICH UNITS ARE BASED UPON WORK COMPLETED UNDER CONTRACT OF EMPLOYMENT OR UPON THE SALE OR LICENSING OF PREVIOUSLY UNPUBLISHED AND UNPRODUCED LITERARY OR DRAMATIC MATERIAL PROVIDED, HOWEVER, SAID EMPLOYMENT, SALE OR LICENSING IS WITHIN THE JURISDICTION OF THE GUILD AS PROVIDED IN ITS COLLECTIVE BARGAINING CONTRACTS.

(A) IF A PERSON IS EMPLOYED WITHIN THE GUILD'S JURISDICTION ON A WEEK-TO-WEEK OR TERM BASIS HE SHALL BE ENTITLED TO ONE UNIT OF CREDIT FOR EACH COMPLETE WEEK OF SUCH EMPLOYMENT.

(B) UNITS OF CREDIT MAY ALSO BE ATTAINED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

ONE UNIT

EPISODE IN SERIES FOR WHICH WRITER RECEIVES "CREATED BY" CREDIT.

COMEDY-VARIETY PROGRAM: ONE UNIT PER WEEK OF EMPLOYMENT OR ONE UNIT PER SHOW, WHICHEVER IS MORE.

TWO UNITS

STORY FOR THEATRICAL MOTION PICTURE SHORT SUBJECT.

STORY FOR TV OR RADIO PROGRAM ONE-HALF HOUR OR LESS.

THREE UNITS

SCREENPLAY FOR THEATRICAL MOTION PICTURE SHORT SUBJECT.

TELEPLAY OR RADIO PLAY FOR PROGRAM ONE-HALF HOUR OR LESS.

TELEVISION FORMAT OR PRESENTATION FOR A NEW SERIES.

FOUR UNITS

STORY FOR ONE-HOUR TV OR RADIO PROGRAM.

FIVE UNITS

STORY AND TELEPLAY OR STORY AND RADIO PLAY ONE-HALF HOUR OR LESS.

SIX UNITS

STORY FOR 90-MINUTE TELEPLAY OR RADIO PLAY.

ONE-HOUR TELEPLAY OR RADIO PLAY.

COMEDY-VARIETY SPECIAL REGARDLESS OF LENGTH.

EIGHT UNITS

STORY FOR THEATRICAL MOTION PICTURE.

STORY FOR TWO-HOUR TV OR RADIO PROGRAM.

NINE UNITS

90-MINUTE TELEPLAY OR RADIO PLAY.

TEN UNITS

ONE-HOUR STORY AND TELEPLAY OR STORY AND RADIO PLAY.

FULL QUALIFICATION FOR CURRENT STATUS

SCREENPLAY FOR THEATRICAL MOTION PICTURE

TWO-HOUR TELEPLAY OR TWO-HOUR RADIO PLAY.

90-MINUTE STORY AND TELEPLAY OR STORY AND RADIO PLAY.

(C) A REWRITE IS ENTITLED TO ONE-HALF THE NUMBER OF UNITS ALLOTTED TO ITS PARTICULAR CATEGORY IN SUBDIVISION (B) ABOVE.

(D) A POLISH IS ENTITLED TO ONE-QUARTER THE NUMBER OF UNITS ALLOTTED TO ITS PARTICULAR CATEGORY IN SUBDIVISION (B) ABOVE.

(E) SALE OF AN OPTION EARNS ONE-HALF THE NUMBER OF UNITS ALLOTTED TO ITS PARTICULAR CATEGORY IN SUBDIVISION (B) ABOVE, SUBJECT TO A MAXIMUM ENTITLEMENT OF FOUR (4) SUCH UNITS IN ANY ONE YEAR.

(F) IF A PERSON UNDER AN EMPLOYMENT CONTRACT WRITES MATERIAL OR SELLS OR LICENSES PREVIOUSLY UNPUBLISHED OR UNPRODUCED MATERIAL INTENDED AS A PILOT EPISODE FOR A TELEVISION SERIES, HE SHALL RECEIVE TWICE THE NUMBER OF UNITS OF CREDIT APPLICABLE TO SIMILAR MATERIAL FOR A TELEVISION PROGRAM OF EQUAL LENGTH.

(G) WHERE WRITERS COLLABORATE ON THE SAME PROJECT EACH SHALL BE ACCORDED THE APPROPRIATE NUMBER OF UNITS DESIGNATED IN SUBDIVISIONS (B) THROUGH (F) ABOVE.

(H) ALL WORK DONE BY A WRITER PRIOR TO ACCEPTANCE INTO THE GUILD, IN THE CASE ONLY OF FLAT DEAL EMPLOYMENT OR SALE OF MATERIAL, QUALIFIES FOR ONE-HALF THE APPLICABLE NUMBER OF UNITS IN SUBDIVISIONS (B) THROUGH (G) ABOVE FOR THE PURPOSES OF ACHIEVING CURRENT STATUS. HOWEVER IN EXCEPTIONAL CASES THE BOARD OF DIRECTORS, ACTING UPON A RECOMMENDATION OF THE MEMBERSHIP AND FINANCE COMMITTEE, SHALL HAVE POWER TO GRANT THE FULL NUMBER OF UNITS APPLICABLE IN SUB-DIVISIONS (B) THROUGH (G)

(I) UNIT CREDIT FOR THE WRITING OR SALE OR LICENSING OF MATERIAL FOR PAY TELEVISION SHALL BE DETERMINED BY THE BOARD OF DIRECTORS. IN ADDITION, THE BOARD OF DIRECTORS SHALL HAVE THE AUTHORITY, IN ANY CASE NOT COVERED BY THIS SECTION 3, TO MAKE SPECIFIC UNIT CREDIT DETERMINATIONS APPLICABLE TO ANY SUCH WORK. UNIT CREDIT DETERMINATIONS MADE BY THE BOARD OF DIRECTORS SHALL BE SUBMITTED FOR APPROVAL BY THE MEMBERSHIP AT THE FIRST ANNUAL OR SPECIAL MEMBERSHIP MEETING FOLLOWING SUCH DETERMINATIONS.

(J) FOR THE SOLE PURPOSE OF DETERMINING UNIT CREDITS WHERE APPLICABLE THE "FULL QUALIFICATION" DESIGNATION FOR SCREEN-PLAY FOR THEATRICAL MOTION PICTURE, TWO-HOUR TELEPLAY OR RADIO PLAY AND 90-MINUTE STORY AND TELEPLAY OR STORY AND RADIO PLAY, SHALL BE DEEMED TO BE THE EQUIVALENT OF TWELVE (12) UNITS OF CREDIT.

SECTION 4. DURATION OF CURRENT STATUS

(A) ANY CURRENT MEMBER SHALL BECOME A NON-CURRENT MEMBER IF, DURING ANY THREE CONSECUTIVE YEARS, HE DOES NOT EARN AT LEAST SIX (6) UNITS OF CREDIT. A NON-CURRENT MEMBER SHALL BE REINSTATED TO CURRENT STATUS IF DURING ANY THREE (3) CONSECUTIVE YEARS AS A NON-CURRENT MEMBER, HE EARNS SIX (6) UNITS OF CREDIT. AS OF THE DATE OF ADOPTION OF THIS CONSTITUTION AND THEREAFTER, CURRENT MEMBERSHIP SHALL BE EXTENDED ONE ADDITIONAL YEAR FOR EACH SIX YEARS OF CURRENT (OR ACTIVE) MEMBERSHIP IN WRITERS GUILD OF AMERICA, west, INC. OR WRITERS GUILD OF AMERICA, east, INC., PROVIDED, HOWEVER, THAT SUCH EXTENSIONS WILL NOT BE GRANTED FOR A TOTAL OF MORE THAN THREE YEARS AND WILL ONLY APPLY TO A MEMBER WHO IS CURRENT AT THE TIME THEY ARE GRANTED. ADDITIONAL YEARS OF EXTENDED CURRENT MEMBERSHIP SHALL NOT COUNT IN ANY CALCULATION FOR A FURTHER EXTENSION.

(b) Any member with Current status who does not continue his Current status by reason of the foregoing provisions of this Section 4 shall maintain his Current status in the Guild for the sole purpose of participating in any voluntary member-paid insurance benefits which the Guild may presently or hereafter obtain.

Section 5. Non-Resident Writers.

The Board of Directors shall have the power to admit to Current status in the Guild any person who is employed in the United States in the motion picture, radio or television industries or related industries as a writer and who is an Active or Current member in good standing of any organization of writers which includes among its purposes and powers the representation of the professional and economic interests of writers employed outside the United States and which does not purport to represent writers employed in the United States and which has adopted previous provisions substantially identical to this section with regard to members of this Guild. The Current status of any such person shall be limited to the duration of his initial employment as a writer in the Guild's jurisdiction plus an additional period to be granted at the discretion of the Board of Directors not to exceed six months or the balance of his stay in the United States whichever shall be the shorter period of time.

Upon commencement of work in this Guild's jurisdiction such non-resident writers shall apply for and may be admitted to membership in this Guild without the obligation to pay the initiation fee specified in Article VIII Section 5 of this Constitution although all other financial obligations specified in said Article VIII shall pertain to said writers.

Section 6. Duration of Associate and Non-Current Status; Eligibility for Withdrawn Membership

(A) ASSOCIATE -- AN ASSOCIATE MEMBER WHO HAS NEVER BECOME CURRENT IN THE GUILD SHALL BE DROPPED FROM MEMBERSHIP IF HE SHALL NOT BE EMPLOYED AS A WRITER IN ANY FIELD OVER WHICH THE GUILD EXERCISES JURISDICTION OR IF NO UNPUBLISHED AND UNPRODUCED LITERARY OR DRAMATIC MATERIAL TO WHICH HE HAS CONTRIBUTED HAS BEEN SOLD OR RIGHTS THEREIN LICENSED DURING ANY PERIOD OF THREE CONSECUTIVE YEARS. THE BOARD OF DIRECTORS MAY, FOR GOOD CAUSE SHOWN, EXTEND SUCH MEMBERSHIP FOR ANY PERIOD IT MAY DEEM PROPER, PROVIDING SUCH EXTENSION IS APPROVED BY A TWO-THIRDS' VOTE OF THE BOARD OF DIRECTORS.

(b) Non-Current status -- Any member who has attained Current status and subsequently becomes a Non-Current member as provided in subdivision (a) of Section 4 shall continue as a Non-Current member notwithstanding his failure to be employed or to sell or license literary or dramatic

(material, unless he shall be transferred to Withdrawn status pursuant to)
(the provisions of subdivision (c) hereof or unless he shall be reinstated)
(to Current status pursuant to the provisions of subdivision (a) of Section)
(4 of this Article.)

((c) Withdrawn status -- Any member of this Guild in good)
(standing who intends to suspend writing in all fields over which the Guild)
(exercises jurisdiction may at his request be placed on Withdrawn status)
(provided, however, that after notice to any such member and for good cause)
(the Board of Directors may restore such member retroactively or otherwise)
(to the status held by him at the time of application for Withdrawn status. No)
(member on Withdrawn status shall engage in any work within the jurisdiction)
(of this Guild until he shall have been restored to Associate or Current status)
(in the Guild as the facts may warrant.)

Section 7. Voting and Other Rights of Members of the Guild

(a) Except as otherwise provided for in this Constitution and By-Laws members of this Guild shall have only such rights as are specifically provided for in this section.

(b) ASSOCIATE MEMBERS -- ASSOCIATE MEMBERS OF THE GUILD SHALL HAVE THE RIGHT TO SERVE ON COMMITTEES, EXCEPT NEGOTIATING COMMITTEES AND THE NOMINATING COMMITTEES, TO ATTEND MEETINGS, AND TO RECEIVE GUILD COMMUNICATIONS. ASSOCIATE MEMBERS WILL ALSO HAVE THE RIGHT TO VOTE ON AUTHORIZATION FOR ISSUANCE OR WITHDRAWAL OF RESTRAINING ORDERS, BUT ONLY WHEN THE INDIVIDUAL HAS A LEGAL COMMITMENT TO RENDER WRITING SERVICES OR SELL OR LICENSE LITERARY PROPERTY TO A COMPANY WHICH IS A SIGNATORY TO A COLLECTIVE BARGAINING AGREEMENT WITH THE GUILD AND ONLY IF SUCH COMMITMENT WOULD BE DIRECTLY AFFECTED AS A RESULT OF THE ISSUANCE OR WITHDRAWAL OF A RESTRAINING ORDER. THE RIGHT OF ASSOCIATE MEMBERS TO RECEIVE ANY OTHER BENEFITS OF THE GUILD MAY BE RESTRICTED OR MODIFIED BY CIRCUMSTANCES OR CONDITIONS BEYOND THE CONTROL OF THE GUILD SUCH AS, BY WAY OF EXAMPLE BUT NOT LIMITATION, ANY RESTRICTIONS IMPOSED IN CONNECTION WITH A FEDERAL CREDIT UNION.

((c) Current members of the Guild -- Current members of this Guild)
(shall have the right to attend all membership meetings of the Guild, to vote)
(on all matters presented thereat or to the Guild membership for vote by mail,)
(to elect Guild officers, to receive Guild communications and to participate)
(in all Guild activities including the holding of Guild office and the appoint-)
(ment to membership on Guild committees.)

(d) NON-CURRENT MEMBERS -- MEMBERS OF THE GUILD WHO

HAVE ONCE ATTAINED CURRENT MEMBERSHIP AND SUBSEQUENTLY BECOME NON-CURRENT MEMBERS SHALL HAVE THE RIGHT TO SERVE ON ALL COMMITTEES, TO ATTEND MEETINGS, RECEIVE GUILD COMMUNICATIONS, VOTE ON GUILD AWARDS. A NON-CURRENT MEMBER WILL ALSO HAVE THE RIGHT TO VOTE ON RESTRAINING ORDERS, BUT ONLY WHEN THE MEMBER HAS A LEGAL COMMITMENT TO RENDER WRITING SERVICES OR TO SELL OR LICENSE LITERARY MATERIAL TO A COMPANY WHICH IS A SIGNATORY TO A COLLECTIVE BARGAINING AGREEMENT WITH THE GUILD AND ONLY IF SUCH COMMITMENT WOULD BE DIRECTLY AFFECTED AS A RESULT OF THE ISSUANCE OF A RESTRAINING ORDER.

The right of Non-Current members to receive any other benefits of the Guild may be restricted or modified by circumstances or conditions beyond the control of the Guild such as, by way of example but not limitation, any restrictions imposed in connection with a Federal Credit Union.

(e) Withdrawn members -- Members on Withdrawn status shall not be entitled to attend meetings, to vote, to sit on committees, to be elected to office or to receive Guild communications, but such members may enjoy such other benefits of membership as the Board of Directors may from time to time make available to them.

(f) Members suspended or declared in bad standing -- Any member suspended or declared to be in bad standing in accordance with the terms and provisions of this Constitution and By-Laws shall during such period of suspension or bad standing be deprived of all the rights and privileges of membership except that any such member may not be deprived of any right to which such member would otherwise be entitled as against a producer or agent by reason of any contract between the Guild and such producer or agent or by reason of any minimum terms or standards maintained by the Guild affecting any such producer or agent, and further provided that the foregoing shall in no way preclude or inhibit the Guild from invoking any Guild Shop provision contained in any agreement it may have with any producer or agent insofar as such Guild Shop provision may be applicable to any member in bad standing.

(g) Any person whose membership in this Guild shall cease for any reason whatsoever shall have no right or interest in or with respect to the property or funds of this Guild.

Section 8. Resignation

Only members who are in good standing and are not indebted to this Guild may tender their resignation from the Guild. .

No member's resignation shall be effective unless the tender of resignation is in writing signed by the member and is accepted by the Board

of Directors. The Board of Directors may, on tender of resignation, refuse to accept it and require the member either to continue his membership for a designated period not to exceed two years or to be expelled in bad standing. If, on the latter decision being made by the Board of Directors, the member chooses to remain in the Guild, his rights and privileges shall not be impaired by his tender of resignation.

Section 9. Membership and Finance Committee

There shall be a Membership and Finance Committee, whose composition and tenure shall be as provided for in Section 4(c) of subdivision B of Article VIII hereof.

Section 10. Application Procedure

Any person eligible for membership in this Guild shall make application therefor to the Executive Director who shall refer such application to the Membership and Finance Committee.

The Membership and Finance Committee shall investigate such application and certify to the Board of Directors the applicant's eligibility to Associate or Current membership in the Guild on the basis of the minimum requirements for qualification as specified in this Article IV.

The Board of Directors shall accept the Committee's report unless not less than one-third of the members of the Board of Directors shall protest such report in which event the Committee shall be required to present to the Board of Directors an itemized and detailed statement of the applicant's record of employment as a writer. The Board of Directors shall then determine the eligibility of such applicant on the basis of the statement presented.

Changes in membership status in accordance with the requirements and limitations of the provisions hereof shall also be subject to approval of the Board of Directors in the same manner as before provided with respect to the admission of members.

*

ARTICLE V

Nominations of Officers and Members of the Board of Directors; Elections; Vacancies; Recall

A. Nominations

Section 1. Nomination Procedure for Members of the Board of Directors

* (Former Section 10 eliminated)

(a) Not later than the first day of March of each year the Board of Directors shall appoint a nominating committee of not less than eleven Current members in good standing, not more than four of whom may be members of the Board. The nominating committee must include not less than two members from each of the major work areas within the Guild's jurisdiction as those areas shall be determined by the Board, such determination to be based upon the number of members engaged in a given area.

(b) Prior to the convening of the nominating committee there shall be a mailing to the members entitled to vote to inquire if any member desires to suggest nominees to the committee. All nominees suggested by the membership shall be considered by the nominating committee.

(c) Within twenty-one days after appointment the nominating committee shall prepare and deliver to the Executive Director a slate consisting of at least two nominees for each place to be filled by vote of the membership at the next annual meeting. Not more than one-half of the nominees may be members of the Board and at least two of the nominees shall be from each of the major work areas within the Guild's jurisdiction, as in the nominating procedure.

(d) If after the nominating committee has made the nominations provided for pursuant to this Section 1 and the nominations provided for pursuant to Section 2 of this Paragraph A, any vacancy occurs among the persons thus nominated, and if by reason of such vacancy there are less than two nominees for any office, then provided said vacancy occurs prior to April 15 of the year during which such nominations were made, the nominating committee shall reconvene and nominate an additional nominee so that there shall be at least two nominees for such office. If such vacancy occurs on or after April 15 of such year then the Board shall, in its discretion, either directly nominate an additional nominee to fill such vacancy or reconvene the previously appointed nominating committee to nominate a person to fill said vacancy.

Section 2. Nomination Procedure for Officers of the Guild.

(a) Not later than the first day of March in odd-numbered years beginning with the year 1973, the Board of Directors shall appoint a nominating committee of seven Current members in good standing, four of whom shall have been officers or Board members, and not more than two of whom shall be present officers or Board members to nominate the slate of officers, viz; President, Vice-President and Secretary-Treasurer.

(b) Within twenty-one days after appointment, the nominating committee shall prepare and deliver to the Executive Director at least two nominees for each office.

Section 3. Nominations by Petition

(a) Any fifty or more current members may nominate candidates for President, Vice-President and Secretary-Treasurer;

(b) Any twenty-five or more Current members may nominate candidates for the Board of Directors by signing and filing with the Executive Director on or before the 15th day of April preceding the next annual meeting of the Guild their nominations, designating the names of the candidate or candidates being so nominated.

Section 4. Qualifications and Classifications of Nominees and of Nominating Committee

(a) No member shall be nominated as an officer or Board of Directors member who has not been a Current member in good standing of the Guild for one year next preceding the annual meeting of the Guild. No person nominated for Board membership may also be nominated as an officer other than as President of the Guild.

(b) For the purpose of determining work areas of nominees and of members of the nominating committee, any Current member who declares himself to be in a certain work area shall be considered to be in such work area if Guild records confirm that such member had employment in that work area or sold material to such area during the three years preceding nomination or appointment of the nominating committee.

Section 5.

On or before April 1st of each year, the Executive Director shall mail copies of the slates of nominees of the nominating committees to all Current members enclosing therewith the copy of Sections 3 and 4 of subdivision A of this Article V of the Constitution and By-Laws. As soon after April 15th of such year as shall be practicable, the Executive Director shall mail to all Current members a secret ballot containing the names of those nominated by the nominating committees and by action pursuant to the provisions of Section 3 preceding, together with the notice of the annual meeting. Such ballot shall contain the names of the candidates and shall specify the office or position for which such candidate has been nominated and shall contain blank spaces for the filling of additional names of persons for whom the member desires to cast a ballot.

B Elections

Section 1. Time and Place

The election of officers and members of the Board of Directors shall take place at the annual meeting of the Guild.

Section 2. Voting

Each member entitled to vote shall have the right to cast one vote for each office and each place to be filled on the Board of Directors. Members may vote by mail or in person provided that mail ballots shall not be opened except by a teller's committee at the annual meeting at which the election is being held

Section 3. Officers of the Guild

(a) The President, Vice-President and Secretary-Treasurer shall be elected to the Board of Directors in the odd-numbered years, commencing in 1973, for a term of two years.

(b) No candidate shall be elected an officer of the Guild unless such candidate shall receive a majority of the votes cast. In the event that no candidate receives a majority, there will be a run-off election for the two candidates receiving the greatest number of votes.

Section 4. Members of the Board of Directors

(a) The Board of Directors shall consist of no less than sixteen members at least eight of whom will be elected each year for a term of two years. In the case only of the Board of Directors to be elected in May, 1973, eight members of such Board of Directors shall consist of those members who were serving on the Council of the Guild immediately preceding the election to be held in May, 1973, and whose term will expire in May, 1974.

(b) The eight candidates for members of the Board of Directors receiving the highest vote shall be elected to the Board of Directors. In addition, if, following the tabulation of votes, no member of a given major work area has been elected to the Board, then the nominee in such major work area who received the highest number of votes shall be added to the Board of Directors.

C Tenure of Office

1. Notwithstanding the foregoing provision of this Article V with reference to the term of office of officers and members of the Board of Directors, it is expressly provided that any person so elected shall serve until the resignation, removal or disqualification of such person, or until the election of his successor in office.

2. If any director shall absent himself from regular or special meetings of the Board, as the case may be, on three consecutive occasions, the Board of Directors may be a two-thirds' vote of the members thereof declare his position vacant. As a matter of record, all absences of Board members shall be recorded on a cumulative basis in the Board's minutes.

D Filling Vacancies

In the case of a temporary vacancy among the Board members, the Board shall have the right to fill such vacancy by appointing, from the unsuccessful candidates in the last election coming from the same major work area as the vacating member, the candidate who had the highest vote. In the absence of any person so qualified the appointment shall devolve upon the unsuccessful candidate receiving the highest vote regardless of major work areas.

In the case of permanent vacancies, the Board shall have the right to fill not more than three permanent vacancies occurring between annual meetings by appointment in the manner described in the previous paragraph. The members so appointed may serve only until the next annual election, and if the term of the member so replaced shall not have expired at the time of the annual meeting the person elected at such annual meeting to fill such vacancy in the place of an appointee shall hold office only until the term shall expire. Additional vacancies between annual meetings may be filled only by election of the membership at any annual meeting or special membership meeting. Members so elected shall hold office until the term of the member replaced shall have expired.

Should there be a vacancy in the Presidency of the Guild, the Vice-President shall succeed to the Presidency and serve until the next election of Officers of the Guild. Should there be a vacancy in the Vice-Presidency either as a result of his succession to the office of President or otherwise, said vacancy shall be filled for the unexpired term not later than one hundred twenty (120) days thereafter by election of the membership at any annual meeting or special membership meeting or by a vote by mail without a meeting. The Board shall have the power to appoint one of its members to fill such vacancy until the election.

Officers and directors appointed or elected pursuant hereto shall have the powers of officers and directors regularly elected at any annual membership meeting.

E Recall

Any officer or member of the Board, whether elected or appointed, may

be recalled at any time as follows:

1. Upon a written petition for recall signed by at least one hundred-fifty Current members in good standing of the Guild being filed with the Board, a special meeting of the membership of the Guild shall be called and a majority vote of the Current members in good standing of the Guild voting, whether by mail, in person or by proxy at such special meeting, shall be sufficient to recall an Officer of the Guild.

2. Upon a written petition for recall signed by at least seventy-five Current members in good standing being filed with the Board, a special meeting of the membership shall be called and a majority vote of Current members in good standing voting, whether by mail, in person or by proxy at such meeting, shall be sufficient to recall a member of the Board of Directors.

3. If any officer or member of the Board shall be recalled pursuant hereto, a vacancy shall be deemed to exist as a result of such recall and shall be filled n the manner provided herein for the filling of vacancies.

ARTICLE VI

Board of Directors Meetings: Rights and Obligations of Guild Officers

A Board Meetings

Section 1.

The Board of Directors shall hold their regular meetings at the Guild offices not less than once a month, each such meeting to occur regularly on a given day of a given week in each month. The Board, in its first meeting following the annual election, shall determine the times for the regular meetings of the Board in accordance with the foregoing. Notice of the regular meetings of the Board shall be given by mail or by telephone.

Section 2.

Special meetings of the Board shall be held upon the call of the President or upon the written call of the majority of the members of the Board, as the case may be, filed with the Executive Director. In the latter case the call shall state the purpose of the special meeting. Upon the call of the special meeting pursuant hereto the Executive Director shall give written or oral notice of the time, place and purpose of the meeting to each member of the Board, which notice shall be not less than 36 hours.

Section 3.

A majority plus one of the members (including Officers) of the Board in person shall constitute a quorum for a meeting. Acts of a majority of Board members at any duly called meeting of the Board at which a quorum is present shall constitute the act of the Board, except as otherwise specified herein. A majority of the directors and officers present at any meeting, whether a quorum shall be present or not, may adjourn the meeting to a fixed future date without further notice to those present except the announcement at such meeting of the time and place of holding the adjourned meeting, provided that the time so fixed shall not extend beyond the next regular meeting of the Board. There shall be no voting of proxies at any Board meeting.

B Officers

Section 1.

Officers of the Guild shall be deemed to be members of the Board of Directors for the purposes of receipt of notice of meetings, participation therein, determination of a quorum and voting on all matters presented thereat.

Section 2.

The President of the Guild as the first Executive officer of the Guild shall preside at all meetings of the Guild and of the Board of Directors and shall perform such other duties as the Board may from time to time determine.

Section 3.

The Vice-President of the Guild shall perform the duties and exercise the powers of the President in the event of the latter's absence, and perform such other duties as the Board may from time to time determine.

Section 4.

The function of Secretary and Treasurer as herein provided shall be combined in an office to be known as Secretary-Treasurer. The Secretary-Treasurer shall perform the duties and exercise the powers of the President in the event of the latter's absence and also the absence of the Vice-President.

Section 5.

The Secretary-Treasurer of the Guild shall be the custodian of the records and minutes of the Guild.

The Secretary-Treasurer shall receive all monies of the Guild on behalf of the members and shall deposit all such monies in the name of the Guild in such depository as shall be approved by the Board and, at the direction of the Board, he shall dispose of the funds of this Guild.

The Secretary-Treasurer shall keep true and correct accounts of the funds entrusted to him pursuant to the provisions hereof and the Secretary-Treasurer shall submit a combined monthly statement showing the status of the accounts and funds to the Board. Not later than sixty (60) days after the close of the Guild's fiscal year, the Secretary-Treasurer shall prepare and submit to the Executive Director, for the use and information of the Board, a complete financial statement covering the Guild treasury for the period since the last such statement was prepared and issued, and copies of such statement shall be mailed to each Current member of the Guild not later than ninety (90) days after the close of the Guild's fiscal year. The Secretary-Treasurer of the Guild shall also prepare whenever so requested by the Board a combined financial statement showing in reasonable detail all income and disbursements covering the period since the last such statement was prepared.

(The Secretary-Treasurer shall furnish a bond, the expense of which shall be borne by the Guild.)

SECTION 6.

THE OFFICERS OF THE GUILD MAY BE MEMBERS EX-OFFICIO OF ALL COMMITTEES OF THE GUILD.

ARTICLE VII.

Membership Meetings

Section 1.

(The annual meeting of this Guild shall be held on the Third Thursday in May. The meeting shall be held in the County of Los Angeles at such hour and place as the Board may designate for the purpose of electing officers and members of the Board of Directors, considering reports of the affairs of the Guild and for the transaction of such other business as may properly be brought before the meeting.)

(For good cause, the Board may fix the date for the annual meeting on other than the date above designated, but not more than five days before or after such date.)

Section 2.

Notice of each annual meeting shall state the place, day and hour of the meeting and shall be mailed not less than ten days nor more than thirty days before the date of such meeting to each member at the address last registered with the Guild.

Section 3.

Special meetings of this Guild shall be held whenever called by the Board and shall also be held within thirty days after so requested in writing by at least ten percent of the Current members of the Guild in good standing, which request shall specify the purpose of such meeting. If so requested in the petition, the notice of such special meeting shall be sent to the membership with such statement of reasonable length relevant to the call of the meeting as shall be prepared and submitted with the petition.

Special meetings shall also be called at the time and place and for the purpose designated in any resolution adopted to that end at any membership meeting.

Notice of the time and place of special meetings shall be sent to each member entitled to attend such meeting at least twenty days prior to the date of said meeting; provided, however, that ten days' notice shall be sufficient if such notice is sent either by telegraph or by airmail to each member whose address is outside a radius of five hundred miles from the place from which the notice is sent.

Notwithstanding anything to the contrary herein contained, the Board may call a special membership meeting on 48 hours' notice to each member entitled thereto by telegraph, telephone, special delivery mail or by any other means of communication which will give actual notice within a short period of time, solely in the case where (a) such membership meeting is called for the purpose of discussion and taking action on the authorization and/or issuance of a restraining order; or (b) a restraining order has been authorized and/or issued and the membership meeting is being called to discuss and take action on matters pertaining thereto.

(Section 4.)
( )
((a) Only Associate, Current and Non-Current members shall have)
(the right to attend membership meetings.)

((b) Only Current members have the right to vote at Guild meetings.)

(c) Any member having a right to vote at a meeting pursuant to the provisions of this Section who is absent from such meeting may vote by giving a written proxy to any other member who is entitled to vote and who will be present at such meeting, provided that a proxy may only be given to be voted at a particular meeting, the date of which is to be specified in such proxy. Any proxy purporting to authorize its holder to vote at more than one meeting shall be null and void.

Section 5.

Between annual meetings, the Board may submit any matter over which it has authority to the membership for a vote by mail without a meeting.

Notwithstanding the generality of the foregoing, a mail ballot on any of the following matters shall be valid only if conducted in conjunction with a duly called and held annual or special meeting of the Guild, at which meeting such measure is considered and voted upon;

(a) Any restraining order or other measure directly affecting the interruption or resumption of work or the disposition of material except any order issued pursuant to Article IX, subdivision C, Section 4 hereof;

(b) Any collective bargaining agreement or Code of Fair Practice affecting a substantial portion of the membership or any amendment, extension, termination or cancellation thereof.

(c) Any measure relating expressly to the corporate integrity of the Guild such as a merger or affiliation; or

(d) Any amendment to this Constitution.

Section 6.

At each membership meeting of the Guild the presiding officer shall appoint not less than seven Current members in good standing present in person, to act as a Teller's Committee, and as inspectors for the meeting, and to pass upon all ballots and to canvass the votes cast at such meeting.

Section 7.

(a) Ten percent of the Current members in good standing of the Guild present in person at a duly called meeting shall constitute a quorum. With respect to, and only to, such matters as are required by this Constitution and By-Laws and such matters as are determined by the Board to be acted upon

(by mail ballot in conjunction with a duly called and held annual or special)
(meeting of the Guild, if the total number of Current members attending a)
(meeting, when added to the number of mail ballots received on a particular)
(issue shall equal the above quorum requirement, then said members in)
(attendance shall be permitted to vote on said issue, and the ballots cast)
(by those attending the meeting and by those voting by mail shall be)
(determinative of the particular issue.)

(B) IF A QUORUM BE NOT PRESENT FOR A MEETING, THE PRESIDING OFFICER MAY ADJOURN THE MEETING TO A DAY AND HOUR NOT MORE THAN THIRTY DAYS THEREAFTER. IF THE CALL FOR SUCH MEETING SPECIFIED MEASURES TO BE VOTED ON, THEN AT ITS NEXT MEETING THE BOARD MAY DETERMINE TO SUBMIT TO THE MEMBERSHIP FOR A MAIL VOTE SOME OR ALL OF THE MATTERS NOTICED FOR SUCH MEETING. IN THAT CASE THE MAIL BALLOTS SHALL ALSO CONTAIN A NOTIFICATION THAT THE NOTICE OF MEETING IS VACATED AND THAT THE MEETING WILL NOT TAKE PLACE.

Section 8.

All action taken at meetings shall be by a majority of those voting on the question, except as otherwise provided in this Constitution and By-Laws.

Section 9.

At the opening of each annual meeting any Current member in good standing may request new business to be placed on the agenda of the meeting, and the presiding officer shall keep the agenda open for a reasonable length of time after the opening of the meeting.

Upon the closing of the agenda, the presiding officer shall announce to the meeting every proposal or resolution on the agenda submitted prior to the close thereof.

Section 10.

The Guild shall make no loan or contribution of $500.00 or more unless a resolution approving such measure shall be adopted at a meeting of the Guild, the call for which shall have included notice of the proposed resolution, provided, however, that no loan or contribution in any amount may be made for political purposes or any other purpose outside those specified in the objects of the Guild.

Section 11.

To the extent reasonably practicable under the circumstances, the

presiding officer at every Guild membership meeting shall conduct such meetings in accordance with Robert's Rules of Order.

ARTICLE VIII

DUES, ASSESSMENTS AND FINANCES

A Dues and Assessments

Section 1.

The basic dues of each Associate, Current and Non-Current member shall be ten dollars ($10.00) per quarter, except that the percentage dues required in Section 2 of this Article shall be credited against such basic dues for each quarter.

Section 2.

In addition to the basic dues, each member of the Guild shall pay at the end of each quarter of the Guild's fiscal year dues as follows:

(A) AN AMOUNT EQUAL TO ONE PERCENT OF SUCH MEMBER'S GROSS INCOME FROM THE SALE OR LICENSING OF LITERARY OR DRAMATIC MATERIAL PREVIOUSLY UNPUBLISHED AND UNPRODUCED IN ANOTHER MEDIUM AND HIS EARNINGS FROM THE ENGAGEMENT OF HIS SERVICES FOR AND IN CONNECTION WITH THE WRITING OF LITERARY OR DRAMATIC MATERIAL FOR USE IN THE PRODUCTION OF THEATRICAL MOTION PICTURES AND RADIO AND TELEVISION PROGRAMS AND FOR PROGRAMS PRODUCED FOR "PAY TELEVISION", CABLE TELEVISION, COMPACT DEVICES OR ANY OTHER MEANS OF EXHIBITION OR DISTRIBUTION AS YET UNKNOWN, DURING THE QUARTER THEN ENDED; AND

(b) The amount of Ten Dollars ($10.00) as and for a quarterly bookkeeping charge, provided, however, that it the amounts provided for in (a) above shall be paid within the one hundred twenty-day period following the date upon which amounts become due, or any additional reasonable period recommended by the Membership Committee, or if a statement shall be filed within said one hundred twenty-day period that no amount is due, such bookkeeping charge shall be waived.

(c) Any monies paid to a corporation, a substantial amount (in no event less than twenty-five percent) of the stock of which is either owned or controlled by a member of the Guild, shall be deemed to be such member's gross income for the purposes of this Section if such monies are paid for said member's writing services or the sale or licensing of his literary or dramatic material as described in (a) above.

Section 3.

The Board of Directors may levy special assessments upon the members of the Guild upon condition that the same be authorized by two-thirds of the Current members voting at an annual or special membership meeting called for that purpose or by a mail ballot.

Section 4.

Any member who is in arrears in the payment of dues or assessments to the Guild for four months after being billed therefor may be declared not in good standing or may be suspended or expelled from membership in the Guild by action of the Board. Re-instatement shall be upon such terms and conditions as the Board may direct.

Section 5.

The Board of Directors shall have the right to impose an initiation fee with respect to all persons who shall apply for membership in the Guild. The Board may, in its discretion, in imposing such initiation fee, make reasonable membership classifications and apply such initiation fee in greater or lesser amounts among such classifications; provided, however, that the fee so imposed shall be applied uniformly with respect to the members of each calssification; and provided, further, that in no event shall the amount of any such initiation fee applied to such classification exceed the sum of Two Hundred Dollars ($200.00)

Section 6.

The Board may, in its discretion, waive the basic dues set forth in Section 1 hereof with regard to members who have not been employed or sold literary material during the preceding quarter, where said member is either qualified for a full pension under Pension Plan provisions negotiated by the Guild or is fully disabled; except that no such waiver granted to a disabled member shall be granted for a longer period of time than said member was in Current Status.

B Guild Finances

Section 1.

All membership dues as well as any assessments authorized by the membership shall be paid directly to the Guild in care of the Secretary-Treasurer.

Section 2.

Subject to the provisions of Section 3 and 4 hereof, all Guild income shall be used and disbursed for Guild purposes as such use and disbursement shall from time to time be authorized and directed by the Board of Directors.

Section 3.

Within forty-five days after the end of each fiscal year the Secretary-Treasurer of the Guild shall compute the gross income of the Guild during such year and shall subtract therefrom the total expenditures for such year plus an amount equal to fifteen percent of such gross income to whatever extent there shall be a surplus available therefor at such time, which is to be set aside for emergency purposes. The emergency fund shall be limited to and maintained at a sum of $150,000.00 and when such limit is reached no additional sums shall be set aside for emergency purposes unless such limit be increased upon a vote of two-thirds of the members of the Board, provided further, however, in no event shall the annual allocation for the emergency fund exceed fifteen percent of the Guild's annual gross income. If there shall not be a sufficient surplus to provide for the fifteen percent emergency fund as herein provided in any given year, then the amount of the deficiency shall be added to the allocation for the emergency fund in the following years in order that there shall be an average allocation of fifteen percent of the gross income of the Guild for the emergency fund, provided further, however, that in any event the emergency fund shall be limited to $150,000.00 unless increased in the manner prescribed heretofore. Withdrawals from the emergency fund shall be authorized by a vote of two-thirds of the Board, and, in the event of such withdrawal, the membership will be advised as to the amount of withdrawal and reasons therefor.

Section 4.

(a) The Board may not make or authorize the expenditure of Guild funds for any purpose other than to defray normal and necessary expenses incident to the operation of the Guild and the administration of its basic agreements and codes without the approval of the Finance Committee.

(b) An affirmative vote of one-third of the total membership of the Board present at a duly called and held meeting thereof shall be sufficient to require the referral of any particular expenditure to the Finance Committee.

(c) The Membership and Finance Committee shall be composed of five members. The members of the committee shall be chosen annually by

(the Board at the first regular meeting of the Board after the annual meeting)
(of the Guild. The Secretary-Treasurer of the Guild shall be the Chairman)
(of said committee.)

C Fiscal Year

The fiscal year shall commence on Apri

ARTICLE IX

NEGOTIATION AND RATIFICATION OF COLLECTIVE BARTAINING AGREEMENTS, RESTRAINING ORDERS

A Preparation and Approval of Demands

(Section 1.)
( )
(All collective bargaining agreements and Codes of Fair Practice)
(providing for nationwide uniform minimum conditions of employment or)
(acquisition of literary or dramatic material shall be negotiated and ratified)
(in the following manner:)

((a) The Board of Directors in the geographic area where such)
(negotiations are to be principally conducted shall appoint fifteen members)
(of the negotiating committee. At least two members of the Board shall serve)
(on such committee, with the addition thereto of two representatives from the)
(other geographic area (WGAe), both of whom shall be appointed by the Board)
(of Directors of the other geographic area (WGAe).)

((b) The committee shall proceed to draft a set of demands to be)
(submitted for the approval of the Board of Directors and thereafter the pattern)
(of such demands shall be presented to the membership of each Guild. The)
(Board in the area of primary interest shall vote first upon the demands, and)
(then the other Board shall vote. If a majority of the Board of the Guild in the)
(area of primary interest shall disapprove of the demands they shall be referred)
(back to the negotiating committee for further study, revision and resubmission)
(to the Board as aforesaid. If a majority of the Board in the area of primary)
(interest shall approve and the vote of the Board in the area voting second is)
(contrary to the vote of the area of primary interest by a two-thirds' vote, the)
(votes of both Boards shall be counted on a cumulative basis to determine the)
(approval or disapproval of the demands. If on such basis the demands are)
(disapproved they shall be referred back to the negotiating committee for)
(further study, revision and resubmission to the Boards. Following approval)
(by the Boards, the demands shall be submitted to the membership of the Guild)
(in the area of primary interest, (i.e. the geographic area where such)

(negotiations are to be principally conducted) which shall vote first, a d then the other Guild shall vote. If a majority of the membership of the Guild in the area of primary interest shall disapprove of the demands they shall be referred back to the negotiating committee for further study, revision and resubmission to the Board and membership as aforesaid. If a majority of the membership of the Guild in the area of primary interest shall approve and the vote of the membership in the area voting second is contrary to the vote of the area of primary interest by a two-thirds' vote, the votes of both areas shall be counted on a cumulative basis to determine the approval or disapproval of the demands. If on such basis the demands are disapproved they shall be referred back to the negotiating committee for further study, revision and resubmission to the Board and membership.

(c) Upon a set of demands being approved pursuant to the above described procedure, the negotiating committee shall commence to negotiate thereon with the persons, firms or corporations with whom agreement is being sought. Such negotiations shall continue until the committee shall be prepared to recommend either the ratification of terms agreed upon or the cessation of negotiations and the imposition of a restraining order to support its demands. If it shall recommend ratification, such recommendation shall be submitted to and shall be considered by the Boards and memberships in the same manner as is provided for in the next preceding paragraph with respect to the submission of the original demands. If such recommendation is disapproved by a majority of the combined members of the Boards or of the memberships, the reasons for such disapproval shall be conveyed to the negotiation committee for further study and action thereon.

Upon the terms of such agreement or Code being ratified and approved by the Boards and membership as above provided, the agreement or Code shall be referred to the Guilds for execution in the manner hereinafter provided.

Section 2.

All collective bargaining agreements and Codes of Fair Practice other than those provided for in Section 1 and Section 3 hereof shall be negotiated in the following manner:

The Board shall appoint eleven members of the negotiating committee. At least one member of the Board shall serve as one of the aforesaid members of such negotiating committee.

In the event of negotiations relating to Staff News Shops, the negotiating committee may consist of five members including the shop steward, one other member of the shop and one member of the Board.

(The committee shall proceed to draft a set of demands which shall)
(be submitted for the approval of the Board and thereafter the pattern of such)
(demands shall be presented to the membership. If a majority of the Board or)
(of the membership shall disapprove of the demands in whole or in part, they)
(shall be referred back to the negotiating committee for further study, revision)
(and resubmission to the Board and membership.)

Section 3.

The negotiation of any collective bargaining agreement or Code of Fair Practice relating to the employment of a writer or the acquisition of literary or dramatic material or rights therein for the purpose of producing a motion picture intended primarily for release and distribution to pay television as hereinbefore defined shall be conducted in the following manner:

(1) The negotiating committee shall consist of ten representatives chosen by the Board, and a non-voting Chairman designated by the Board from among its own members.

(2) The Committee shall proceed to draft and submit a set of demands to the Board and to the membership of the Guild for approval, in that order. If either a majority of the Board or the membership shall disapprove of such demands they shall be referred back to the negotiating committee for further study, revision and resubmission to the Board and the membership.

B Ratification

Section 1.

The ratification of all collective bargaining agreements and Codes of Fair Practice referred to in Section 1 of subdivision A hereof shall follow the procedure therein provided for.

Section 2.

All collective bargaining agreements and Codes of Fair Practice covered by Section 2 and Section 3 of subdivision A hereof shall be ratified in the following manner:

(The negotiating committee referred to in Sections 2 and 3 of sub-)
(division A shall negotiate with the persons, firms or corporations with whom)
(agreement is being sought until terms are agreed upon, the ratification of)
(which the committee is prepared to recommend or until the committee desires)

(to recommend the cessation of negotiations and the imposition of a)
(restraining order to support its demands. If it shall recommend ratification,)
(such recommendation shall be submitted to the Board and the membership)
(in that order. If a majority of the Board or the membership shall disapprove)
(of such recommendation, the reasons for such disapproval shall be con-)
(veyed to the negotiating committee which shall thereupon resume)
(negotiations until such objections have been resolved or an impasse in)
(negotiations has been reached. Notwithstanding anything herein contained)
(to the contrary, in the event of negotiations relating to Staff News Shops,)
(the ratification of the terms of any collective bargaining agreement relating)
(thereto shall be voted upon only by writers who are entitled to Current)
(status on the basis of employment in the fields relating to the staff contracts)
(and by writers covered in Section 1 of paragraph C (Restraining Orders) of)
(this Article.)
)

(Upon the terms of such agreement or Code being ratified and approved)
(by the Board and membership as above provided, the agreement or Code shall)
(be executed by the Guild and Writers Guild of America, east, Inc., as)
(provided for in Article XIV hereof.)
)

C Restraining Orders

Section 1.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 1 of subdivision A hereof shall be issued in the following manner:

If pursuant to the procedures provided for in subparagraph (c) of said Section 1 of subdivision A the negotiating committee shall recommend the imposition of a restraining order and such recommendation shall be adopted by a majority of the combined members of the Boards, the Boards shall, after approval by the memberships in the manner hereafter provided, issue orders directing all members of their respective Guilds to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations named in such orders.

The Executive Director of each Guild shall immediately thereafter proceed to ballot at a meeting, or by mail ballot issued in connection with such meeting, as authorized by Section 5 of Article VII, the voting membership of the Guild whose Board recommended the issuance of the restraining order, to determine whether such action meets with the approval of such members. The area of primary interest shall cast its ballots first and then the other area shall vote. If a majority of the membership in the area of primary interest

approves the proposed action the restraining orders shall be issued unless the area voting second disapproves of the proposed action by a two-thirds' majority, in which event the votes of both memberships shall be counted on a cumulative basis. If a majority of the cumulative vote approves the proposed action, restraining orders shall be issued. Such restraining orders shall continue until withdrawn by action of a majority of the combined members of the Board sitting in concurrent session.

In respect to those cases in which the collective bargaining agreement covers staff news employment, an Associate member in good standing who has been a member of the Guild for at least 60 days immediately preceding the taking of a vote on the issuance or withdrawal of a restraining order and who is then employed in a news shop directly covered by the collective bargaining agreement in question shall have the right, in addition to all other voting members of the Guild, to vote in connection therewith.

Section 2.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 2 of subdivision A hereof shall be issued in the following manner:

(a) The negotiating committee shall inform the Board when an impasse in negotiations has been reached. The Board, after approval by the membership in the manner hereafter provided, shall issue an order directing all members of the Guild to cease rendering services to and refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations named in such directive. Notwithstanding anything herein contained to the contrary, the voting membership for the purposes of this paragraph, in connection with so-called radio or television Staff News Shops negotiations, shall be deemed to include only those members who are then employed in said Staff Shops.

The Executive Director of the Guild shall immediately notify the Writers Guild of America, east, Inc., of such proposed action and shall also proceed to ballot at a meeting, or by a mail ballot issued in connection with such meeting, as authorized by Section 5 of Article VII, the voting membership to determine whether such action meets with the approval of the membership. If such membership approves the proposed action, the restraining order shall be issued and continue until withdrawn by action of the Board.

(b) If the Board's recommendation is not adopted, the reasons therefor shall be conveyed to the negotiating committee for further study and action thereon.

Section 3.

Restraining orders with respect to collective bargaining agreements and Codes covered by Section 3 of subdivision A hereof shall be issued in the following manner:

(a) The negotiating committee shall inform the Board when an impasse in negotiations has been reached. The Board may then either give further instructions to the committee or, after approval by the Guild membership in the manner hereafter provided, issue an order directing all members of the Guild to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to each person, firm or corporation mentioned in such directive.

(b) The Executive Director of the Guild shall immediately notify the Writers Guild of America, east, Inc., of such proposed action and shall also proceed to ballot at a meeting, or by a mail ballot issued in connection with such meeting, as authorized by Section 5 of Article VII, the voting membership of the Guild as to whether they are in favor of the proposed restraining order. If the membership approves such order it shall be issued and remain in effect until withdrawn by the Board.

Section 4.

Notwithstanding anything hereinbefore contained to the contrary, the Board may, upon reasonable notice to the person, firm or corporation so charged and after giving such party a hearing at which such party shall have been given a fair opportunity to be heard, determine that any such party having or seeking to have professional relations with a member of the Guild is irresponsible financially or otherwise or has perpetrated a fraud, has deliberately violated professional or commercial obligations or has conducted himself unfairly in any such transaction, or that by reason of his previous conduct it is reasonable to believe that members undertaking professional relations with him will probably suffer financial or professional injury, or that such party refuses to bargain collectively with the Guild.

After any such determination, and provided there is no contract in existence between the Guild and such party that prohibits such action, the Board shall thereupon have the right (subject to such terms and conditions as in the Board's discretion shall be deemed advisable) to instruct the membership not to enter into any contractual commitments with such person, firm or corporation for the rendition of their services as writers or for the sale or licensing of their literary or dramatic material or rights therein until further notice from the Board.

The Board may withdraw such order on such terms and conditions as in the Board's discretion shall be deemed necessary to protect the interests of all writers in their dealings with such party.

Nothing herein contained shall require the holding of a hearing (as referred to in the first paragraph of this Section 4) unless the party so charged chooses to have one.

Section 5.

If a restraining order shall be issued by the Board of either Guild with respect to the negotiation of the contracts or Codes of the type referred to in Sections 2 and 3 of subdivision A of Article IX hereof or after a hearing (if required) conducted in accordance with Section 4 of subdivision C of said Article, the Board of the other Guild upon being notified of such action shall immediately issue an order to the membership of such Guild directing them to cease rendering services to and to refrain from contracting for the sale or licensing of their literary or dramatic material to any of the persons, firms or corporations mentioned in such order. Such order shall be withdrawn upon the withdrawal or expiration of the original restraining order.

ARTICLE X

DISCIPLINE

A Grounds

Any member of the Guild who shall be found guilty, after a hearing conducted in accordance with the procedures herein prescribed, of any act or failure to act, or any conduct which is prejudicial to the welfare of the Guild or of unfair dealing with another member of the Guild or with an employer or purchaser or licensee of his material, or of failing to observe the Constitution and By-Laws of this Guild or any lawful order of the Board, or of failing to abide by the requiremnts of any minimum basic agreement or Code of Fair Practice to which the Guild is a party, may be suspended, declared not in good standing, expelled from membership in the Guild, be asked to resign or in lieu thereof, or in addition thereto, he may be censured, fined or otherwise disciplined.

B Procedure

Section 1.

Any Current member of the Guild in good standing or the Board may invoke the provisions of this Article by filing written charges with the Executive

Director not later than one year after the date upon which the alleged offense occurred or one year after the alleged offense could reasonably be discovered by such Current member or by the Board, whichever date is later. The charges shall specify as succinctly and explicitly as possible the nature of the offense and the date and place of its occurrence.

The provisions of Section 2 and Section 3 next following shall not apply to disciplinary proceedings directly invoked by the Board.

Section 2.

The Executive Director shall refer the charges to the Board for further action including an offense against the Guild, such as, for example but not by way of limitation, engaging in "dual unionism" or violating an order of the Board.

"Dual unionism" for the purposes of this paragraph shall be defined as the holding of membership in or the affiliation with any group, club, society, labor union or other organization which in the opinion of the Board exercises or claims to exercise duties and functions similar to those exercised by this Guild, or which claims jurisdiction in whole or in part over matters which are within the jurisdiction of this Guild.

SECTION 3.

IF THE BOARD SHALL DETERMINE THAT THE CHARGES APPEAR ON THEIR FACE TO BE WITHOUT MERIT, IT SHALL DISMISS THEM AND THE PARTY FILING THE CHARGES SHALL BE SO NOTIFIED. IF THE BOARD FAILS TO TAKE ACTION WITH RESPECT TO A CHARGE REFERRED TO IT BY THE EXECUTIVE DIRECTOR PRIOR TO THE EXPIRATION OF THE CALENDAR MONTH FOLLOWING THE MONTH IN WHICH THE CHARGES WERE REFERRED TO IT, THE CHARGES SHALL BE DEEMED WITHOUT MERIT AND DISMISSED AND THE PARTY FILING THE CHARGES SHALL BE SO NOTIFIED.

Section 4.

Within fifteen days after a decision is made to proceed with a disciplinary hearing pursuant to Section 3 hereof or within fifteen days after written charges have been filed with the Executive Director by the Board pursuant to Section 1 hereof, the Board shall select five Current members in good standing, none of whom is interested in the proceeding other than as Guild members, to act as a trial committee.

Section 5.

After the trial committee has been selected, a copy of the charges shall be served upon the member against whom the charge has been made accompanied by a notice designating the date and place of hearing, which notice and charges shall be served in person or by registered mail, the hearing date so noted to be not earlier than fifteen days after the date of such service.

Section 6.

The member charged shall have the right to be present at said hearing, and to be represented by counsel or by a Current member in good standing of the Guild. The Executive Director shall present to the committee the charges and any evidence with respect thereto. The member charged shall have the right to introduce evidence, present witnesses on his own behalf and to cross-examine any witnesses who shall testify in support of the charges. A record shall be kept of the proceedings but the testimony produced need not be under oath nor shall the committee be bound by any rules of evidence applicable in the courts of law.

Section 7.

The trial committee shall prepare a written report of its findings signed by its chairman, with a recommendation as to whether discipline should be imposed and if so as to the nature thereof.

Section 8.

The Board may adopt the findings and recommendations of the trial committee or may reject them. If the committee or the Board shall find or hold the member charged innocent, he may not be retried although the findings of the committee with respect thereto are rejected. The Board may in its discretion impose discipline upon a member different from that recommended by the trial committee.

Section 9.

(a) Any member found guilty by a trial committee whose findings are affirmed by the Board may appeal such disciplinary action to the membership of the Guild at the next annual membership meeting of the Guild following the imposition thereof. A majority vote of the Current members of the Guild in good standing attending such meeting shall be sufficient to reverse either the findings of the committee or the Board or to reduce the discipline imposed.

Notice of such appeal must be filed with the Executive Director of the Guild within thirty days after the member has received notice of the discipline imposed. The member shall have been given at least twenty days' advance written notice of the time and place of holding the annual meeting and he may be heard thereat in person but not by counsel. He may also, if he so elects, instead of appearing in person, be represented by a Current member in good standing of the Guild.

Pending such appeal, the member so disciplined shall have none of the rights and privileges of membership of which he shall have been deprived by way of discipline.

Section 10.

No member may take any court action to review any disciplinary action taken pursuant to this Article unless and until an appeal to the membership as above provided is taken and decided.

Section 11.

Any disciplinary action imposed pursuant to this Article may be modified or terminated by a two-thirds' vote of the Board.

ARTICLE XI

CONCILIATION AND ARBITRATION

In order to encourage the amicable adjustment of disputes between members, and between members and other persons with whom they engage in professional and commercial transactions, the Board may establish tribunals to conciliate and when necessary to arbitrate such disputes. The Board may in a given instance or given class of cases, of which subdivision A hereof is an example, establish procedures for the compulsory arbitration of disputes among members.

A Committee on Original Material

Section 1.

There shall be established by the Board a permanent standing committee designated the Committee on Original Material whose number and composition shall rest in the sole discretion of the Board. The duty of said committee shall be to investigate, either upon its own motion or upon application duly made by a member in good standing of the Guild, disputes among members concerning the ownership and/or other interest in and to literary property. It shall be its further duty after a proper hearing to make a complete determination of the

issues raised and to make findings and recommendations to the Board as to the manner in which such dispute should be finally and conclusively settled. Any findings and recommendations of the committee approved by the Board shall be binding on the members whose interests are involved and such members shall do all things which in the opinion of the Board are necessary to implement the decision of the Board with respect to such matter.

Section 2.

Upon application duly made in writing to the Executive Director by a member of this Guild in good standing or upon motion made in writing by the Chairman of this committee, which application or motion shall contain a concise and simple statement of the facts upon which the procedures of this Article are sought to be invoked, the Executive Director shall within ten days after receipt of such application or motion inform the committee of the making of the application and of all the facts presented to the Executive Director in connection therewith.

Section 3.

The committee, if it shall determine that the application or motion is meritorious, shall cause to be served upon all the parties affected by the dispute a notice of hearing, which notice, unless the parties otherwise agree, shall be served not less than ten days prior to the holding thereof, designating the time and place of such hearing and its purpose along with a general statement of the facts in issue. Any member of the Guild receiving such notice shall be required to attend the hearing and give such testimony as shall be required of him.

Section 4.

The hearing shall be conducted informally with every opportunity being given to the parties to present the facts. The rules of evidence applicable to civil suits need not in the discretion of the committee be adhered to.

Section 5.

After a full hearing in accordance with this Article the committee shall prepare and submit a written report of its findings and recommendations to the Board who may then either accept or reject such findings and recommendations. If they are accepted by the Board, the report shall thereupon become a conclusive determination of the matters involved. If such findings and recommendations are rejected, the parties shall be so informed and the Guild shall take no further or future action of any kind with respect to the matters considered and passed on by the committee and thereupon the interested

parties shall be free to litigate the matter in dispute or invoke any other right or remedy at their disposal.

Section 6.

If the dispute shall involve a pending sale or other disposition of literary or dramatic property or the proceeds derived or to be derived therefrom, the committee shall require the interested parties to execute bills of sale, quitclaim deeds, and any other instruments necessary to expedite and consummate such sale or other disposition unless one of the affected parties objects to the terms thereof in writing. In such case the purchase price or other consideration paid in the consummation of such sale or other disposition shall be held in escrow by the Guild to be paid out in accordance with the findings of the committee and the approval of the Board based thereon, or in accordance with the determination of a court of law or any appropriately and validly constituted arbitration body if the Board shall reject the committee's findings and recommendations.

Section 7.

The findings and recommendations of the trial committee, upon being approved by the Board, shall be deemed to be arbitration proceedings within the meaning of Title IX Section 1280 to 1293 of the Code of Civil Procedure of the State of California and shall be governed by, and be subject to, the aforesaid Title.

ARTICLE XII

AMENDMENTS

Section 1.

This Constitution and By-Laws may be amended by a vote of two-thirds of the Current members in good standing of the Guild and of the Writers Guild of America, east, Inc., voting in person, by proxy or by mail ballot at their respective annual meetings or at a concurrent special meeting called for that purpose; provided, however, that an amendment to the provisions of this Section and Section 2 or 3 of subdivision A of Article VIII shall require an affirmative vote of two-thirds of the current members of this Guild and of the Writers Guild of America, east, Inc., attending such meetings or voting on such proposed amendment by mail.

Section 2.

No proposition to amend this Constitution and By-Laws shall be acted upon unless it shall have been authorized by resolution of the Board or shall

have been presented in writing to the Executive Director signed by at least fifty Current members of the Guild in good standing, and a notice containing a copy of the proposed amendment shall have been mailed to each member of this Guild and the Writers Guild of America, east, Inc., together with the call for such meetings, which notice together with ballots enclosed to all Current members in good standing of the Guilds shall be mailed within the time limit specified in the appropriate Articles of this Constitution and By-Laws and the Articles of the Constitution and By-Laws of the Writers Guild of America, east, Inc., for the mailing of notices of annual or special meetings of the respective Guilds, provided, however, that on any amendment affecting only the Constitution and By-Laws of WGAw, only the votes of WGAw shall be counted; and on any amendment affecting only the Constitution and By-Laws of WGAe, only the votes of WGAe shall be counted.

Section 3.

For the purposes of this Article all Current members of Writers Guild of America, east, Inc., shall be deemed to be Current members of the Guild.

ARTICLE XIII

NOTICES

Each member of this Guild shall furnish the Executive Director with an address to which notice shall be sent and shall advise the Director of any change thereof. Service of all notices shall be made either by delivering them personally or by telegram or by mailing the same in a postpaid wrapper to the member at the address last given by him, unless another method of delivery is specified elsewhere herein. In all cases, the required time within which notice shall be given shall run from the date of mailing or telegraphing, or in the event of personal service from the date of delivery.

ARTICLE XIV

AFFILIATION

Section 1. Affiliation Agreement.

This Guild shall be affiliated with the Writers Guild of America, east, Inc., (hereinafter to be referred to as "Writers Guild, east") and all of the terms and conditions of such affiliation shall be as herein set forth, provided further that such terms and conditions shall be contained in an agreement in writing to be executed by this Guild and the Writers Guild, east.

Section 2. Rights and Obligations.

Each Guild shall, except as otherwise expressly provided in this

Article, conduct its affairs in its own name and for its own account, and shall not use or permit the use of the name of the other, except to make known the fact of affiliation. The Guilds shall not use each other's credit in any manner whatsoever, nor represent or permit others to represent that either is the agent of the other except to the extent permitted hereunder.

Section 3. Transfer of Membership.

(a) An Associate member, Current member or Non-Current member of either Guild who wishes to transfer his membership to the other Guild shall apply to the Executive Director of the Guild of which he is then a member for a transfer card.

Upon receipt of such request, the Executive Director shall prepare a card certifying the member's status as a member of the Guild.

Upon presentation of such card to the Executive Director of the Guild to which such member seeks a transfer, he shall be assigned the same status in such Guild as he then holds in the Guild from which he has obtained the transfer card.

(b) If a member shall avail himself of the provisions of subdivision (a), he shall relinquish his voting rights, membership and all rights in the Guild from which he obtained the transfer card and shall be entitled to all the benefits afforded by the other Guild to its members of the same status as that of the transferring member.

(c) Any member declared to be in bad standing, suspended or expelled by one Guild shall not, until he has been restored to membership in good standing, be entitled to membership in the other Guild.

(d) The Executive Director of the Guild shall furnish monthly to the Secretary of the Writers Guild of America, east, the names, addresses and dates of admission of all new members of this Guild and of the status of such members as Associate or Current members of the Guild; such report shall also list changes in the membership status of any members of the Guild which have taken place in the preceding month.

(e) Any member of either Guild who shall take up and maintain residence in the geographic area over which the other Guild exercises jurisdiction for a period of three months shall automatically be deemed to have requested transfer of membership to such other Guild at the end of such three-month period. All of the provisions of this section shall thereupon apply to such member except that the transfer card shall be prepared

and transmitted directly from the Guild in which he is then a member to the Executive Director of the Guild to which his membership is being transferred. The provisions of this subsection shall not apply to a member of Writers Guild, west, taking up residence in connection with a theatrical motion picture assignment in the geographic area over which Writers Guild, east, exercises jurisdiction.

(f) Notwithstanding the above subparagraph if a member of Writers Guild, east, shall be employed or sell literary material for a theatrical motion picture, he shall thereupon also become a member of Writers Guild, west. So long as said individual shall remain a member of Writers Guild, east, his dues shall be allocated in accordance with the provisions of Section 4 of this Article.

Section 4. Allocation of Dues

If a member of either Guild shall derive income from the rendition of services or the sale of literary or dramatic material or the licensing of rights therein in the geographic area over which the other Guild has jurisdiction, the dues paid by such member on the income so derived shall be allocated as follows:

(A) WITH RESPECT TO INCOME DERIVED FROM THE FIELDS OF RADIO AND TELEVISION AND THEATRICAL MOTION PICTURES FIFTY PERCENT OF THE DUES THEREON SHALL BE DISTRIBUTED TO WRITERS GUILD, EAST, AND FIFTY PERCENT OF THE DUES THEREON SHALL BE DISTRIBUTED TO WRITERS GUILD, WEST;

(b) If a member of one Guild shall have his membership transferred to the other Guild pursuant to the automatic transfer provisions provided for in Section 3 of this Article, then the allocation provided for in subdivision (a) hereof shall not apply and the dues payable on all income derived from and after the commencement of his new residence shall be paid to the Guild to which his membership has been so transferred. The Treasurer of the Guild of which such writer is a member shall remit such fifty percent to the Treasurer of the other Guild within ten days after receipt thereof.

Section 5. Signatories to Collective Bargaining Agreements and Codes.

Both Guilds shall be signatories to all collective bargaining agreements and Codes whether negotiated individually or jointly pursuant to the provisions of this Constitution and By-Laws, provided that the authority to administer such contracts shall be delegated to the Guild which has in fact negotiated and approved such contract or Code except with respect to contracts or Codes covered by Section 3 of subdivision A of Article IX and provided further that with respect to contracts and Codes covered by Section 1 of subdivision A of Article IX the authority of the Guilds with respect thereto shall

(be delegated as follows:)
( )
(west of the Mississippi River to the Guild;)
(east of the Mississippi River to Writers Guild, east.)

Section 6. Settlement of Disputes.

If a dispute shall arise between the Guilds, it shall be settled in the following manner:

1. If the dispute shall relate to a matter involving the position to be taken on tax, copyright and labor legislation and on other such professional issues affecting writers, then upon the recommendation of either Board the issue shall be submitted first to the National Chairman for mediation, and then, failing agreement after reasonable effort on his part, to a mail ballot of the Current membership of both Guilds who shall vote as a group and the vote of a majority of whom shall prevail and be binding on both Guilds. For the purposes only of this Section, Current members in good standing of the Writers Guild, east, shall be deemed to be Current members in good standing of the Guild and Current members of this Guild in good standing shall be deemed to be Current members of the Writers Guild, east, in good standing.

2. If the dispute shall relate to matters other than those referred to in the preceding subdivision, it shall be referred for settlement first to the National Chairman for mediation, and then, failing agreement after reasonable effort on his part, to a Board consisting of two members in good standing of each of the Guilds designated by their Boards and a fifth member designated by the four so chosen from a list prepared by the American Arbitration Association. The Association shall be informed that their list should be confined to men or women who have had experience and recognition in the field of labor relations in the entertainment industry. If the four arbitrators so selected cannot agree upon the fifth member within fifteen days after the list is submitted to them, such fifth member shall be designated by the American Arbitration Association.

Upon a fifth arbitrator being designated, the Board shall designate a date for the convening of the meeting and if they cannot agree on a date in fifteen days' time, then the fifth arbitrator shall designate a date which shall be not later than fifteen days thereafter.

The Board of Arbitration shall be convened at the written request of the Board of either Guild, such request to state the nature of the controversy to be settled and the names of its two designees to the Board. Within seven

days after receiving such request, the Board of the other Guild shall designate its representatives on the Board and the four shall then choose the fifth representative in the manner heretofore set forth. The first Board convened hereunder shall meet in Los Angeles, California, the second in New York and thereafter such Boards shall be convened alternately in New York and Los Angeles. The determination of the Board shall be final and conclusive and shall be binding on both Guilds. In the absence of agreement between the Boards to the contrary, all costs of arbitration shall be borne equally by the Guilds.

Section 7. National Officers and Council

(a) The National Council

There shall be a National Council consisting of three members of the Board of the Guild and three members of the Board of the Writers Guild, east, which shall meet twice each year, on the fifteenth of April and the fifteenth of October, the first of which meetings shall take place on April 15, 1974, in the City of Los Angeles and alternately thereafter in New York and Los Angeles. The members of the National Council shall serve at the pleasure of the Board appointing them.

The meetings shall be presided over by the National Chairman and shall be devoted to a discussion of problems affecting the Guilds both as to policy and administration and any matters affecting the economic and professional welfare of all writers.

The agenda for each such meeting shall be prepared by the Executive Director of the Guild in whose geographic region such meeting is to be held, in collaboration with the National Chairman, provided that any member of the National Council may request the inclusion of additional matters on the agenda upon the opening of the meeting.

The expenses of members attending such meetings shall be borne by the Guild which they represent.

The delegates shall report upon such meetings to their respective Boards who shall make every effort to comply with or further action recommended at such meetings. In addition, the Executive Director who shall have prepared the agenda for the meeting shall note the action of the National Council with respect to each matter set forth thereon and discussed at the meeting and shall thereafter submit to the Board of each Guild an accurate and concise summary thereof.

The Boards east and west may, by agreement, cancel not more than one

such National Council meeting each year but in no event may two successive meetings be cancelled. In the event any meeting is cancelled the next meeting shall take place in the location for which the cancelled meeting was scheduled.

(b) National Officers.

1. Chairman -- At the April meetings of the National Council in alternate years, commencing with the meeting of April 15, 1974, the first order of business shall consist of the election of a National Chairman.

The first person so elected shall be a Current member in good standing of the Guild and thereafter he shall be chosen alternately from the Current membership of the Writers Guild, east, and the Guild.

The National Chairman shall hold office for two years and shall have the following responsibilities:

(1) He shall preside over all meetings of the National Council and shall supervise the preparation of the agenda for such meetings but he shall not be entitled to vote thereat.

(2) He shall expend reasonable time and effort in the mediation of all disputes between the Guilds.

(3) He shall act as a public relations representative of the Guilds to the extent and in the manner agreed upon from time to time by the Boards jointly.

A National Chairman may be recalled at a concurrent meeting of the Boards by a two-thirds' vote of the combined members thereof.

2. There shall be a Vice-Chairman who shall be the person then holding the office of President of the Guild in the region from which the National Chairman was elected, who shall perform the duties and exercise the powers of the National Chairman in his absence or incapacity.

(c) Expenses of Officers

The expenses of the officers of the National Council in rendering their services as such officers shall be borne equally by the Guilds.

Section 8. Policy Statement.

The Guilds agree that neither will issue a public statement expressing its policy concerning a matter affecting the economic or professional interests

of the members of both Guilds without prior consultation with the other Guild.

Section 9. Voting Rights of Boards.

If at any time the fixed number of Board members of either Guild, as a result of any amendment to the Constitution and By-Laws of either or both Guilds, shall be less than the fixed number of Board members of the other Guild, the voting rights of the Board which is smaller in number shall be increased so that at all times the combined votes of the members of each body in the case of concurrent meetings thereof, shall equal each other.

((Old Section 14 eliminated.))

SECTION 10. TERM OF AFFILIATION.

THE AFFILIATION BETWEEN THE GUILD AND THE WRITERS GUILD, EAST, SHALL CONTINUE UNTIL, BY MUTUAL AGREEMENT, IT IS DISSOLVED.

ARTICLE XV

DISSOLUTION

Section 1.

Upon the dissolution of the Guild pursuant to any of the applicable provisions of the Corporations Code of the State of California, all property of this Guild shall be sold and the proceeds therefrom shall be distributed in a manner provided for in Section 2 hereof.

(Section 2.)
( )
((a) Upon the dissolution of the Guild, the proceeds of the sale of)
(the property of the Guild and all monies of the Guild shall be held in trust)
(until such time as a majority of the writers of this Guild shall have designated)
(an organization or organizations to represent them for the purpose of)
(collective bargaining, and as and when the members have so designated an)
(organization all of such monies shall be turned over to such organization, or)
(if there is more than one organization then the monies shall be divided)
(equally among all of such organizations.)

((b) If, within five years after the dissolution of the Guild, a)
(majority of the writers shall have failed to designate an organization to)
(represent them for the purposes of collective bargaining as set forth in)

(subdivision (a) hereof, the trustees of the funds of the Guild on dissolution)
(shall turn over the funds which would have been allocated to such)
(organization pursuant to the provision of subdivision (a) hereof, to an)
(established and recognized agency providing charitable services and aid)
(to persons in the entertainment industry.)

Section 3.

The trustee or trustees for the funds and property of the Guild on the dissolution of this corporation shall be a bank or trust company authorized to act as such under the laws of the State of California.

ARTICLE XVI

WORKING RULES

The Guild may, from time to time, adopt Working Rules governing the working relationships of members with employers, agents and others with whom writers have professional dealings in connection with writing services and literary properties. A proposed working rule shall be adopted only if the Board shall approve submitting such proposed working rule to the membership by mail ballot in conjunction with a membership meeting, and if the voting members of the Guild and of Writers Guild of America, east. Inc., voting in person or by such mail ballot, shall approve same by a majority vote (provided, however, the vote of the members of the Writers Guild of America, east, Inc., shall not be required in connection with any working rule, the operation of which would be contrary to the law of New York State). Notwithstanding the foregoing, no working rule shall be deemed operative or effective if it is contrary to any provision of this Constitution and By-Laws, or if its operation causes a breach of any provision of any contract entered into by the Guild. The determination of whether any working rule is inoperative and ineffective by virtue of the immediately preceding sentence shall be decided in the discretion of the Board. A violation of any working rule shall be considered grounds for discipline within the meaning of subparagraph A of Article X hereof.

13c

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Form Approved
Budget Bureau No. 64-R003.12

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 31-[illegible]-1316

Date Filed 7-16-73

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name: Writers' Guild of America, West, Inc.

b. Union Representative to Contact: Michael H. Franklin

c. Phone No.: 274-8601

d. Address (Street, city, State and ZIP code): 8955 Beverly Boulevard, Los Angeles, California 90048

e. The above-named organization(s) or its agents has (have) engaged in and is (~~are~~) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1) (B) (List Subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

1. Since on or about May 15, 1973, and continuing through this date, Respondent has restrained and coerced employers who are producing members of the Association of Motion Picture and Television Producers, Inc. in the selection of their representatives for purposes of collective bargaining and/or adjustment of grievances by threatening, trying, expelling, fining and otherwise disciplining producers, executive producers, associate producers, directors, executives and other supervisory personnel for performing their supervisory and managerial functions during the course of Respondent's strike, while Respondent prohibited said management representatives from resigning their membership in the Writers' Guild;

2. Specifically to date, Respondent has violated the Act by:
   (a) Fining executive producer David Victor $50,000 and expelling him;
   (b) Fining producer Jon Epstein $2,000 and expelling him;
   (c) Fining executive producer Herman Saunders $100 and expelling him;
3. By these and other acts, Respondent has violated the Act.
4. This case is related to Cases Nos. 31-CB-1203-2; 31-CB-1223.

3. Name of Employer: Association of Motion Picture and Television Producers, Inc.

4. Location of Plant Involved (Street, city, State and ZIP code): 8480 Beverly Boulevard, Los Angeles, California 90048

5. Type of Establishment (Factory, mine, wholesaler, etc.): Motion Picture Studios

6. Identify Principal Product or Service: Production and Distribution of motion pictures

7. No. of Workers Employed: 25,000

8. Full Name of Party Filing Charge: David G. Miller for Loeb and Loeb
Harry J. Keaton for Mitchell, Silberberg & Knupp

9. Address of Party Filing Charge (Street, city, State and ZIP code): (Loeb and Loeb)
One Wilshire Building, Suite 1600, Los Angeles, CA. 90017
1800 Century Park East, Los Angeles, CA 90067 (MS&K)

10. Telephone No.: 489-5070
553-5000

11. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By [signature] (Signature of representative or person making charge)

Attorney (Title or office, if any)

Address: Harry J. Keaton -Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, CA 90067

553-5000 (Telephone number)

July 16, 1973 (Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 31

ONLY COPY AVAILABLE

WRITERS GUILD OF AMERICA, WEST, INC.

and Case No. 31-CB-1316

ASSOCIATION OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.

WRITERS GUILD OF AMERICA, WEST, INC.

and Case No. 31-CB-1313

AMERICAN BROADCASTING COMPANIES, INC.;
COLUMBIA BROADCASTING SYSTEM, INC.;
NATIONAL BROADCASTING COMPANY, INC.

ORDER CONSOLIDATING CASES
CONSOLIDATED COMPLAINT
AND
NOTICE OF HEARING

It having been charged by Association of Motion Picture and Television Producers, Inc., herein called the Association, in Case No. 31-CB-1316, and by American Broadcasting Companies, Inc.; Columbia Broadcasting System, Inc.; and National Broadcasting Company, Inc., herein called, respectively, American, Columbia and National, in Case No. 31-CB-1313, that Writers Guild of America, West, Inc., herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, at seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director, having duly considered the matter and deeming it necessary in order to effectuate the purposes of the Act and to avoid unnecessary costs or delay,

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations, Series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated for hearing, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended, hereby issues this Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (a) The charge in Case No. 31-CB-1316 was filed by the Association on July 16, 1973, and a copy thereof was served on Respondent on the same date by registered mail.

(b) The charge in Case No. 31-CB-1313 was filed by American, Columbia and National on July 11, 1973, and a copy thereof was served on Respondent on the same date by registered mail.

2. (a) The Association is now, and has been at all times material herein, an incorporated employer association with its principal place of business at Los Angeles, California, which admits to membership firms engaged in the production and distribution of motion picture and television films and which exists in part for the purpose of negotiating, executing and administering multiemployer collective-bargaining agreements on behalf of its employer-members with the collective-bargaining representatives of their employees, including the Respondent.

(b) The employer-members of the Association, annually, in the course and conduct of their business operations, collectively, sell and ship from their studios in California, directly to points outside the State of California, motion picture films and other products valued in excess of $50,000.

(c) American, a New York corporation, with offices in various locations throughout the United States, including Los Angeles, California, is engaged in the production and broadcasting of television programs.

(d) American, annually, derives gross revenues in excess of $100,000 from sales made to customers located outside the State of California, and annually purchases goods valued in excess of $50,000 directly from suppliers located outside the State of California.

(e) Columbia, a New York corporation, with offices located in various locations throughout the United States, including Los Angeles, California, is engaged in the production and broadcasting of television programs.

(f) Columbia, annually, in the course and conduct of its business, derives gross revenues in excess of $100,000 from sales made to customers located outside the State of California, and annually purchases goods valued in excess of $50,000 directly from suppliers located outside the State of California.

(g) National, a Delaware corporation, with offices located in various locations throughout the United States, including Burbank, California, is engaged in the production and broadcasting of television programs.

(h) National, annually, derives gross revenues in excess of $100,000 from sales made to customers located outside the State of California and annually purchases goods valued in excess of $50,000 directly from suppliers located outside the State of California.

3. The Association, through its employer-members, and American, Columbia and National, each is now, and at all times material herein each has been, an employer engaged in commerce, and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

4. The Association, through its employer-members, and American, Columbia and National, each is now, and at all times material herein each has been, an employer within the meaning of Section 2(2) and 8(b)(1)(B) of the Act.

5. Respondent is now, and has been at all times material herein, a labor organization within the meaning of Section 2(5) and Section 8(b) of the Act.

6. At all times material herein, the following named persons occupied the positions set forth opposite their respective names, and at all times material herein, were agents of Respondent, acting on its behalf, within the meaning of Section 2(13) of the Act:

John Furia, President of Respondent

Emmett Lavery, Member of Trial Committee

Irma Kalish, Member of Trial Committee

Nate Monaster, Member of Trial Committee

Barry Oringer, Member of Trial Committee

James Poe, Member of Trial Committee

Christopher Knopf, Member of Trial Committee

Michael Blankfort, Member of Trial Committee

Jack Ellinson, Member of Trial Committee

Millard Kaufman, Member of Trial Committee

7. Respondent is now, and has been at all times material herein, the exclusive collective-bargaining representative within the meaning of Section 9(a) of the Act of the employees in an appropriate unit, employed by the Association members at their respective studios and by American, Columbia and National at their

8. (a) Up to and including March 4, 1973, Respondent and the Association were parties to a written collective-bargaining agreement entitled Writers Guild of America 1970 Theatrical and Television Film Basic Agreement dealing with rates of pay, wages, hours of employment and other terms and conditions of employment, of the employees in the appropriate unit described in paragraph 7 above, which agreement by its terms was effective from June 16, 1970, to June 15, 1973, but which was terminated on March 4, 1973, by Respondent, pursuant to the terms of the Agreement.

(b) Up to and including March 4, 1973, Respondent and American, Columbia and National were parties to separate, written collective-bargaining agreements, each of which was entitled Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 - Networks, dealing with rates of pay, wages, hours of employment and other terms and conditions of employment, for the employees in the appropriate unit for each respective employer as described above in paragraph 7, and each of which agreement was effective from June 16, 1970, to June 15, 1973, but which was terminated by Respondent on March 4, 1973, pursuant to the terms of each such Agreement.

(c) Up to and including February 13, 1973, Respondent and American, Columbia and National were parties to separate, written collective-bargaining agreements, each of which was entitled 1971 Writers Guild of America Television Freelance Minimum Basic Agreement, dealing with rates of pay, wages, hours of employment and other terms and conditions of employment for the employees in the appropriate unit for each respective employer as described above in paragraph 7 and each of which agreements was effective by its terms from October 1, 1971, to February 13, 1973.

9. At all times material herein, the Association, through its employer-members, and American, Columbia and National, employed, and presently employ, persons in the classifications set forth below, which persons were, and are, also members of Respondent in good standing, and such persons at all times material herein have been, and are now, supervisors of their respective employers within the meaning of Section 2(11) of the Act, and are representatives or potential and likely representatives for their respective employers for the purposes, among others, of collective bargaining or the adjustment of grievances within the meaning of Section 8(b)(1)(B):

Executive Producer

10. (a) Commencing on or about March 4, 1973, and continuing to June 24, 1973, Respondent engaged in a strike against the Association and its member-employers, and established and maintained a picket line at certain of the premises of struck Association member-employers to protest its dispute with the Association and its member-employers concerning contract negotiations with said Association.

(b) Commencing on or about March 29, 1973, and continuing to July 12, 1973, Respondent engaged in a strike against American, Columbia and National, and established and maintained a picket line at the premises of each said struck employer to protest its dispute with each said employer concerning contract negotiations with each said employer for a new agreement to replace the terminated Writers Guild of America Theatrical and Television Film Basic Agreement of 1970 - Networks.

(c) Commencing on or about April 12, 1973, and continuing to July 12, 1973, Respondent engaged in a strike against American, Columbia and National and established and maintained a picket line at the premises of each said struck employer to protest its dispute with each said employer concerning contract negotiations with each said employer for a new agreement to replace the expired 1971 Writers Guild of America Television Freelance Minimum Basic Agreement.

11. In late February 1973, the exact date presently unknown, Respondent prepared, published and distributed Rules for the Conduct of Members During a Strike to all its members, including thosemembers occupying the positions designated in paragraph 9 above. These rules are attached hereto and designated as Exhibit I and made a part hereof.

12. (a) Commencing on or about April 6, 1973, Respondent issued Notices of Disciplinary Hearings and Charges against numerous persons occupying the positions set forth in paragraph 9 above, charging them with violating certain of the rules set forth in the Rules for the Conduct of Members During a Strike as set forth in paragraph 11 above, and ordering said persons to appear before a disciplinary board of Respondent on the date set forth in said Notice of Disciplinary Hearing and Charges.

(b) Commencing on or about May 21, 1973, and continuing thereafter to date, Respondent, pursuant to the Notices of Disciplinary Hearings and Charges alleged in paragraph 12(a) above, commenced or initiated intraunion trials, on the charges filed against numerous persons occupying the positions set forth in para-

(c) The allegations of paragraph 12(a) and (b) above were the subject, inter alia, of a Complaint and Notice of Hearing issued on May 23, 1973, by the Regional Director for the 31st Region in Cases Nos. 31-CB-1203-2 and 31-CB-1223 which cases were heard by the Honorable Sidney Barban, Administrative Law Judge, from May 21, 1973 to June 13, 1973, in Los Angeles, California and are presently pending decision before the above-named Administrative Law Judge. The acts and conduct described in paragraphs 12(a) and (b) above are therefore not alleged as additional violations herein.

13. Commencing on or about June 25, 1973, and continuing thereafter to date, Respondent, in the circumstances described above in subsections 12(a) and (b), fined the persons named below who occupy the positions set forth in paragraph 9 above the amount set forth opposite their respective names and expelled them from membership in the Respondent because said persons crossed Respondent's picket lines to perform their supervisorial and managerial functions in violation of Respondent's strike rules described above in paragraph 11:

David Victor - $50,000 plus costs

Jon Epstein - $2000 plus costs

Herman Saunders - $100 plus costs

John Mantley - $50,000 plus costs

14. By the acts and conduct described above in paragraph 13, and by each of said acts and conduct, in the circumstances described in paragraphs 9 and 10 above, Respondent did restrain and coerce, and is now restraining and coercing, the Association and its member-employers and American, Columbia and National in the selection and retention of their representatives for the purposesof collective bargaining or the adjustment of grievances, and Respondent did thereby engage in, and is now engaging in, unfair labor practices within the meaning of Section 8(b)(1)(B) of the Act.

15. The acts and conduct of Respondent described above in paragraphs 13 and 14 occurring in connection with the operations of the Association and its member-employers, and American, Columbia and National, described in paragraphs 2 through 4 above, have a close, intimate and substantial relation to trade, traffic, and commerce among the several states and have led, and tend to lead, to labor disputes burdening and obstructing commerce and the free flow of commerce.

16. The acts and conduct of Respondent described above constitute unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(B) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 9th day of October 1973, at 10 a.m., PDT, 12th Floor, Federal Building, 11000 Wilshire Boulevard, Los Angeles, California, a hearing will be conduct before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Consolidated Complaint, at which time and place you will have the right to appear in person or otherwise, and give testimony. Form NLRB-4668, Summary of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases as Taken from the Board's Published Rules and Regulations and Statements of Procedure is attached.

You are further notified that pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, Respondent shall file with the Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four copies of an answer to said Consolidated Complaint within 10 days from the service thereof and that unless it does so all of the allegations in the Consolidated Complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Los Angeles, California, this 25th day of July 1973.

Abraham Siegel, Regional Director
National Labor Relations Board
Region 31
12th Floor, Federal Building
11000 Wilshire Boulevard
Los Angeles, California 90024

ONLY COPY

FORM NLRB-4668
(1-73)

(C CASES)

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED

The hearing will be conducted by an Administrative Law Judge of the National Labor Relations Board. He will preside at the hearing as an independent, impartial trier of the facts and the law and his decision in due time will be served on the parties. His headquarters are either in Washington, D.C. or San Francisco, California.

At the date, hour, and place for which the hearing is set, the Administrative Law Judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to assure that the issues are sharp and clear-cut; or he may, on his own initiative, conduct such a conference. He will preside at any such conference, but he may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record -- for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the Administrative Law Judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or to make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the Administrative Law Judge for his approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the Administrative Law Judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the Administrative Law Judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The Administrative Law Judge will allow an automatic exception to all adverse rulings, and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies shall also be supplied to other parties. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy before the close of hearing. In the event such copy is not submitted, and the filing thereof has not for good reason shown been waived by the Administrative Law Judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. In the absence of a request, the Administrative Law Judge may himself ask for oral argument, if at the close of the hearing he believes that such argument would be beneficial to his understanding of the contentions of the parties and the factual issues involved.

Any party shall also be entitled upon request made before the close of the hearing, to file a brief or proposed findings and conclusions, or both, with the Administrative Law Judge who will fix the time for such filing.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the Administrative Law Judge will be considered unless received by the Chief Administrative Law Judge in Washington, D. C. (or in cases under the San Francisco, California branch office of the Division of Judges, the Presiding Judge in charge of such office) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously upon all other parties, and proof of such service furnished to the Chief Administrative Law Judge or Presiding Judge as the case may be. All briefs or proposed findings filed with the Administrative Law Judge must be submitted in triplicate, and may be in typewritten, printed, or mimeographed form, with service upon the other parties.

In due course the Administrative Law Judge will prepare and file with the Board his decision in this proceeding, and will cause a copy thereof to be served upon each of the parties. Upon filing of the said decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, upon all parties. At that point, the Administrative Law Judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the Administrative Law Judge's Decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, Series 8, as amended, particularly in Section 102.46, and following sections. A summary of the more pertinent of these provisions will be served upon the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the Act reduce government expenditures and promote amity in labor relations. Upon request, the Administrative Law Judge will afford reasonable opportunity during the hearing for discussions between the parties if adjustment appears possible, and may himself suggest it.

GPO 941-789

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
WASHINGTON, D. C.

WRITERS GUILD OF AMERICA, WEST, INC.

and Case No. 31-CB-1203-2

ASSOCIATION OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.

WRITERS GUILD OF AMERICA, WEST, INC.

and Case No. 31-CB-1223

AMERICAN BROADCASTING COMPANIES, INC.
COLUMBIA BROADCASTING SYSTEM, INC.
NATIONAL BROADCASTING COMPANY, INC.

WRITERS GUILD OF AMERICA, WEST, INC.

and Case No. 31-CB-1316

ASSOCIATION OF MOTION PICTURE AND
TELEVISION PRODUCERS, INC.

WRITERS GUILD OF AMERICA, WEST, INC.

and Case No. 31-CB-1313

AMERICAN BROADCASTING COMPANIES, INC.
COLUMBIA BROADCASTING SYSTEM, INC.
NATIONAL BROADCASTING COMPANY, INC.

ORDER ON MOTION TO REOPEN RECORD, CONSOLIDATE CASES, AND VACATE TIME FOR FILING BRIEFS

A hearing previously having been held before the undersigned on the allegations in the amended Consolidated Complaint in Cases Nos. 31-CB-1203-2 and 31-CB-1223, and

A motion having been received on August 9, 1973, assented to by counsel for all parties, to reopen the record in the aforesaid cases and to consolidate the complaint in those cases for the purposes of hearing and decision with a Consolidated Complaint issued on July 25, 1973, by the Regional Director for the 31st Region of the Board in Cases Nos. 31-CB-1313 and 31-CB-1316, in which motion the parties

(a) assert that the allegations contained in the Consolidated Complaint in the latter cases are related to the allegations in the amended Consolidated Complaint in the cases previously heard by the undersigned and that the conduct alleged in the latter cases is a continuation of the conduct involved in the prior cases, and

(b) move that the record in Cases Nos. 31-CB-1203-2 and 31-CB-1223 be reopened and consolidated with the proceeding in Cases Nos. 21-CB-1313 and 31-CB-1316, to avoid duplicity of litigation in resolving the issues of fact and law involved in these proceedings, and that the time set for filing briefs in the cases previously heard be vacated,

IT IS THEREFORE ORDERED THAT

(1) the record in Cases Nos. 31-CB-1203-2 and 31-CB-1223 be and it hereby is reopened, and those cases shall be and they hereby are consolidated with Cases Nos. 31-CB-1313 and 31-CB-1316, for the purposes of hearing and decision, and

(2) on the 9th day of October 1973, at 10 a.m., PDT (unless some other date be set upon due notice), at a hearing room of the National Labor Relations Board on the 12th floor of the Federal Building, 11000 Wilshire Blvd., Los Angeles, California, a hearing will be held before the undersigned on the allegations of the Consolidated Complaint in Cases Nos. 31-CB-1313 and 31-CB-1316, and any answer which may timely be filed to said Complaint, and

(3) the date previously set for filing briefs in Cases Nos. 31-CB-1203-2 and 31-CB-1223 be and it hereby is vacated and time for filing such briefs is continued until the date to be hereafter set by the undersigned.

Sidney J. Barban
Sidney J. Barban
Administrative Law Judge

Dated: August 10, 1973

ONLY COPY AVAILABLE

June 12, 1973

CERTIFIED MAIL #70304
RETURN RECEIPT REQUESTED

Mr. Hugh Benson
10433 Wilshire Boulevard - Apt. 204
Los Angeles, California 90024

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Benson:

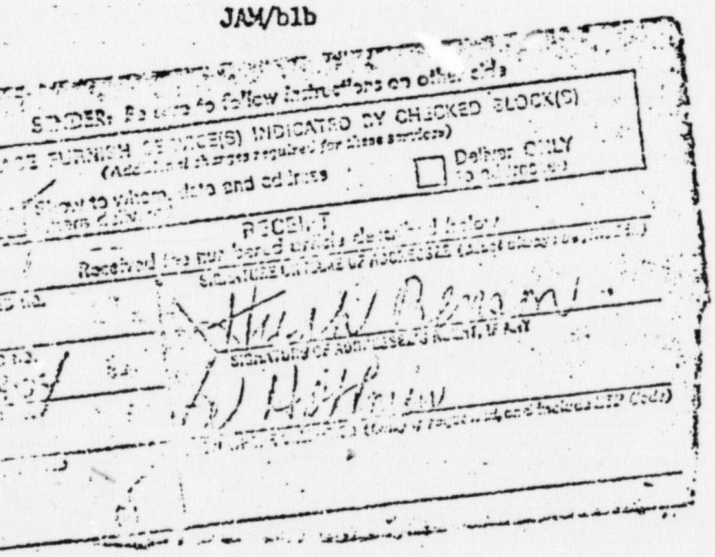
Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb



G.C. EXHIBIT 15A

ONLY COPY AVAILABLE

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HUGH BENSON

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 20th day of June, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) Having crossed the Guild's picket lines at Metro-Goldwyn-Mayer, Inc. on or about April 4, 1973, without having informed the Guild in advance of the nature of your business with Metro-Goldwyn-Mayer, Inc.; and (2) having, during the month of April 1973, and more specifically, on or about April 4, 1973, rendered services for Metro-Goldwyn-Mayer, Inc., against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

June 12, 1973

TRIAL
Committee EXHIBIT 1
FOR IDENTIFICATION
CAROL J. GERTZ, N.P.
MAY 24 19 73

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April 9, 1973

CERTIFIED MAIL #70507
RETURN RECEIPT REQUESTED

Mr. Jerome Bredow
2100 Beachwood Drive #306
Hollywood, California 90068

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Bredow:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

[redacted]
Counsel

G.C. EXHIBIT 15B

ONLY COPY AVAILABLE

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JEROME BROOKS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 16th day of May, 1973, at 5:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Sections 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed a Guild picket line at Universal City Studios, Inc. on or about March 16, 1973 and thereafter, for the purpose of rendering services for Universal City Studios, Inc., which company was at that time on the Guild's Strike List.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. FERRONSKA
Assistant Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

RANALD MacDOUGALL
President

SCREEN BRANCH
FAY KANIN
President
LORENZO SEMPLE, JR.
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

TELEVISION-RADIO BRANCH
JOHN J. FURIA, JR.
President
DAVID HARMON
Vice-President
ROBERT WHITE
Secretary-Treasurer

COUNCIL
DANNY ARNOLD
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JOHN W. BLOCH
JAMES BONNET
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RANDELL MAYES
LIAM O'BRIEN
BRAD RADNITZ
DAVID W. RINTELS
RICHARD ALAN SIMMONS
LEONARD SPIGELGASS
JAMES R. WEBB

MICHAEL H. FRANKLIN
Executive Director
ALAN GRIFFITHS
Assistant Executive Director
LEONARD CHASSMAN
Executive Assistant
JOHN A. MENDONSA
Resident Counsel

DEPARTMENT HEADS
AILEEN BACKOFEN
Finance
BLANCHE BAKER
Registration
MAUREEN D. BEATTIE
Residuals
MARY DORFMAN
Credits
HELYNE LANDRES
Membership
LOIS McGUIRE
Administration
ELENA THURSTON
Signatories

ALLEN RIVKIN
Public Relations

April 6, 1973

CERTIFIED MAIL #70197
RETURN RECEIPT REQUESTED

Mr. Robert Blees
1373 Beckwith Avenue
Los Angeles, California 90049

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Blees:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES,

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

G.C. EXHIBIT 15C

members at their respective studios and by American, Columbia and National at their

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ROBERT BLEES

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 1st day of May, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Sections 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> Section 12: All members are prohibited from crossing a picket line which is extablished by the Guild at any entrance to the premises of a struck producer.
>
> Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed a Guild picket line at Samuel Goldwyn Studios on or about March 6, 1973, for the purpose of rendering services for Q.M. Productions, which company was at that time on the Guild's Strike List.

/Continued....

LAMIDII ISC - 2

Executive Producer

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

LAMIDII IDC (3)

charges filed against numerous persons occupying the positions set forth in para-

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July 27, 1973

CERTIFIED MAIL #70541
RETURN RECEIPT REQUESTED

Mr. Robert Cinader
8937 Wonderlmnd Park Ave.
Los Angeles, CA 90046

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

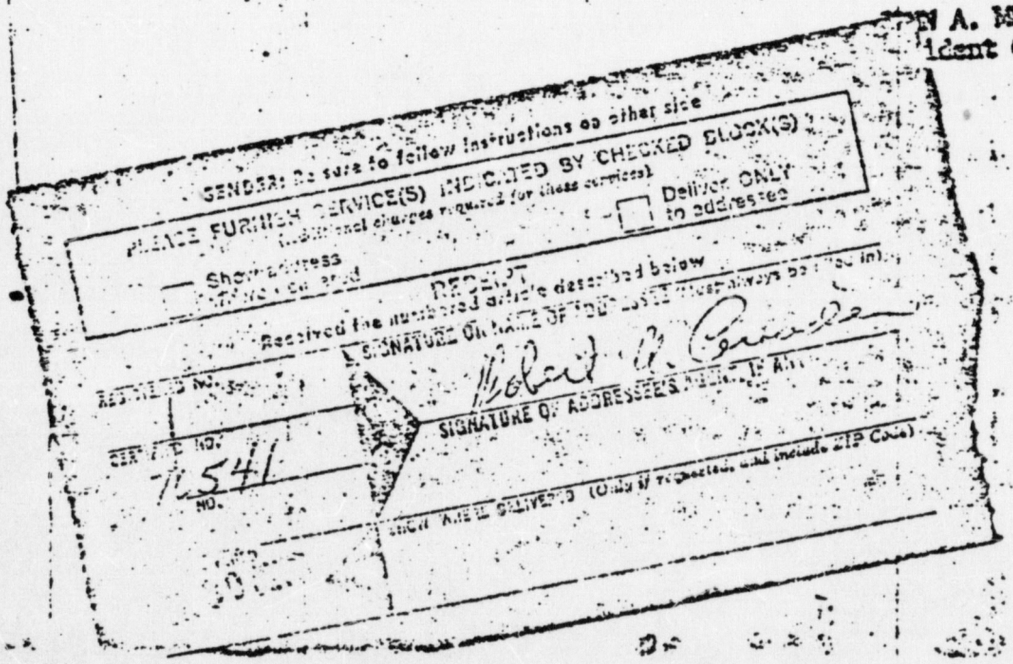
Dear Mr. Cinader:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

[illegible] A. MENDONSA
[illegible]ident Counsel



G.C. EXHIBIT 15D

ONLY COPY AVAILABLE

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

VS.

ROBERT CINADER

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 15th day of August, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973 as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of June 1973, without having informed the Guild in advance of the nature of your business with said company; and (2) having, during the month of June 1973, rendered services for Universal City Studios, Inc., a company against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDOZA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

July 27, 1973

150 (2)

WRITERS GUILD OF AMERICA west, Inc.
Affiliated with the Writers Guild of America, east, Inc.
Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-5621
Cable: INTWRITER, LOS ANGELES

October 18, 1973

CERTIFIED MAIL #70036
RETURN RECEIPT REQUESTED

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First Vice-President
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HELYNE FLORES
Membership
LOIS [illegible]
Accounting Office
ELENA WILKINSON
Pay Phone
MARGE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

Mr. Ronald Honthaner
5163 La Cuvida Drive
Hollywood, California 90068

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Honthaner:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

ONLY COPY AVAILABLE

G.C. Exhibit 15 E

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

RONALD HONTHANER

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constituti and By-Laws that a hearing on the charges made herein will take place on the 27th da of November, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orc Sections 1, 12, 13 and 28 of the Rules for the Conduct of Members During a Strike, c February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at CBS Studio Center, during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) ha during the months of March April, May and June 1973, rendered services for Columbia Broadcating System, Inc., a company against whom the Guild was at such times on stri and (3) refusing to perform picket duties during the strike after having been reques to do so by representatives of the Guild.

You have the right to be present at the aforementioned hearing, and to be represente by Counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-exam any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Assistant Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 18, 1973

15 E 2

WRITERS GUILD OF AMERICA, west, Inc.

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

October 18, 1973

CERTIFIED MAIL P 70805
RETURN RECEIPT REQUESTED

JOHN J. FURIA, Jr.
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Vice President
WILLIAM LOWRY
Secretary-Treasurer

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DALE MONASTER
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Assistant
Executive Director
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Resident Counsel

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HELENE BARKLEY
Membership
LOU BRADLEY
Administration
GLENN THURSTON
Negotiations
MARSH M. WHITE
Credits

ALLEN RIVKIN
Public Relations

Mr. Leonard S. Katzman
4567 Totana Drive
Tarzana, California 91356

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Katzman:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDOZA
Resident Counsel

JAM/blb

Enc.

ONLY COPY AVAILABLE

G.C. Exhibit 15 F ①

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

LEONARD S. KATZMAN

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 27th day of November, 1973, at 1:30 P.M. at the offices of the Writers Guild of America, west, located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Rule, Sections 1, 12, 13 and 28 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1)having crossed the Guild's picket lines at CBS Studio Center, during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for Columbia Broadcasting System, Inc., a company against whom the Guild was at such times on strike, and (3) refusing to perform picket duties during the strike after having been required to do so by representatives of the Guild.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDOZA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 18, 1973

ONLY COPY AVAILABLE

ONLY COPY AVAILABLE

June 19, 1973

CERTIFIED MAIL #70306
RETURN RECEIPT REQUESTED

Mr. David Levinson
4200 Hayvenhurst Drive
Encino, California 91316

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Levinson:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDOZA
Resident Counsel

JAM/blb

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☑ Show to whom, date and address where delivered

☐ Deliver ONLY to addressee

RECEIPT

Received the numbered article described below

REGISTERED NO.

CERTIFIED NO. 70306

INSURED NO.

SIGNATURE OF ADDRESSEE (Must always be filled in)

David Levinson

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 6/21/73

ADDRESS WHERE DELIVERED (Only if requested, and incl. ZIP Code) 4200 Hayvenhurst Dr

G.C. EXHIBIT 15 G

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

DAVID LEVINSON

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 6th day of July, 1973, at 10:00 A.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios, Inc., during the month of April 1973, more particularly on or about April 16 and April 30, 1973, without having informed the Guild in advance of the nature of your business with Universal City Studios, Inc.; having, during the months of April and May 1973, rendered services for Universal City Studios, Inc., against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. [illegible]
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

June 19, 1973

15-B-(2)

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

WILLIAM ROBERTS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Aritcle X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth belo You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitut and By-Laws that a hearing on the charges made herein will take place on the 17th day of August, 1973, at 10:00 A.M. at the offices of the Writers Guild of Amer west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) Having crossed the Guild's picket lines at Twentieth Century-Fox Film Corporation during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter s premises; and (2) having, during the months of March, April, May and June 1973, rendered services for Twentieth Century-Fox Film Corporation, a company against whc the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represent by Counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-exam any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

July 30, 1973

No disposition as of Oct. 30, 1973

G.C. Exhibit 154(1)

ONLY COPY AVAILABLE

April 9, 1973

CERTIFIED MAIL #70493
RETURN RECEIPT REQUESTED

Mr. Albert S. Ruddy
615 North Doheny Drive
Beverly Hills, California 90210

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Ruddy:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

[redacted] N. A. MISORSKI
Counsel

G.C. Exhibit 15 I ①

To ① Complaint & Exhibits
P.O.P.
N.F.
Exhibit 15

ONLY COPY AVAILABLE

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ALBERT S. RUDDY

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 3rd day of May, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Section 12 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which reads as follows:

> All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.

Specifically, you are charged with having crossed a Guild picket line at Paramount Pictures Corporation on or about March 14 and March 15, 1973.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. HENDERSON
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

151 (2)

ONLY COPY AVAILABLE

April 10, 1973

CERTIFIED MAIL # 70503
RETURN RECEIPT REQUESTED

Mr. Coles Trapnell
10577 Rochester Avenue
Los Angeles, California 90024

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Trapnell:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

[redacted]
Counsel

G.C. EXHIBIT 15J

Trial Committee's Exhibit 1
P.M.R.
N.P.

ONLY COPY AVAILABLE

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

COLES TRAPNELL

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 15th day of May, 1973, at 4:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of sections 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.

Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed a Guild picket line at Universal City Studios, Inc. on or about March 12 and April 2, 1973, for the purpose of rendering services for Universal City Studios, Inc., which company was at these times on the Guild's Strike List.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. [illegible]
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

15-J(2)

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
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Assistant Executive Director
LEONARD CHASSMAN
Executive Assistant
JOHN A. MENDONSA
Resident Counsel

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Membership
LOIS McGUIRE
Administration
ELENA THURSTON
Signatories
MARGE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

October 23, 1973

CERTIFIED MAIL #70809
RETURN RECEIPT REQUESTED

Mr. Herbert J. Wright
2068 Watsonia Terrace
Hollywood, California 90028

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Wright:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HERBERT J. WRIGHT

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 4th day of December, 1973, at 1:30 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12, and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios, during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having, during the months of March, April, May and June 1973, rendered services for Universal City Studios, a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 23, 1973

ONLY COPY AVAILABLE

October 23, 1973

CERTIFIED MAIL #70810
RETURN RECEIPT REQUES

Mr. Stephen Heilpern
10945 Bluffside Drive - #136
Studio City, California 91604

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Heilpern:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☑ Show address where delivered ☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO. SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

G.C. Exhibit 15 L0

EXHIBIT 15

ONLY COPY AVAILABLE

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

STEPHEN HEILPERN

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth belo You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitu and By-Laws that a hearing on the charges made herein will take place on the 4th d of December, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, we located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike C and Sections 1, 12, 13 and 28 of the Rules for the Conduct of Members During a Str dated February 20, 1973, as amended May 1, 1973, copies of which are attached here

Specifically, you are charged with: (1) having crossed the Guild's picket lines a Universal City Studios, during the months of March, April, May and June 1973, with having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) havin during the months of March, April, May and June 1973, rendered services for Univers City Studios, a company against whom the Guild was at such times on strike; and (3) refusing to perform picket duties during the strike after having been requeste to do so by representatives of the Guild.

You have the right to be present at the aforementioned hearing, and to be represen by counsel or by a Current member in good standing of the Guild. You also have th right to introduce evidence, present witnesses on your own behalf and to cross-exa any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 23, 1973

15-L(2)

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

October 18, 1973

CERTIFIED MAIL #70477
RETURN RECEIPT REQUESTED

JOHN J. FURIA, JR.
President
FAY KANIN
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

BOARD OF DIRECTORS
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JOHN W. BLOCH
JAMES BONNET
NORMAN CORWIN
THEODORE J. FLICKER
JOHN GAY
DAVID HARMON
DAVID KARP
NATE MONASTER
LIAM O'BRIEN
DAVID W. RINTELS
LORENZO SEMPLE, JR.
MELVILLE SHAVELSON
RICHARD ALAN SIMMONS
LEONARD SPIGELGASS
JAMES R. WEBB

MICHAEL H. FRANKLIN
Executive Director
ALAN GRIFFITHS
Assistant Executive Director
LEONARD CHASSMAN
Executive Assistant
JOHN A. MENDONSA
Resident Counsel

DEPARTMENT HEADS
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MAUREEN D. BEATTIE
Residuals
HELYNE LANDRES
Membership
LOIS McGUIRE
Administration
ELENA THURSTON
Signatories
MARGE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

Mr. James McAdams
4953 Bilmoor Avenue
Tarzana, California 91356

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. McAdams:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

JAMES McADAMS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 20th day of November, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders, and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Universal City Studios during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having, during the months of March, April, May and June 1973, rendered services for Universal City Studios, a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 18, 1973

15-M3

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
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ALLEN RIVKIN
Public Relations

October 17, 1973

CERTIFIED MAIL #70475
RETURN RECEIPT REQUESTED

Mr. Martin Ransohoff
9401 Wilshire Boulevard - 1180
Beverly Hills, California 90212

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Ransohoff:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

MARTIN RANSOHOFF

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 19th day of November, 1973, at 2:30 P.M. at the offices of the Writers Guild of America, west, Inc located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures, Inc. during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; and (2) having, during the months of March, April May and June 1973, rendered services for Paramount Pictures, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDOZA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

15M(2)

THE GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

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Cable: INTWRITER, LOS ANGELES

October 17, 1973

CERTIFIED MAIL #70795
RETURN RECEIPT REQUESTED

Mr. Andrew J. Fenady
126 North Rossmore Avenue
Los Angeles, California 90004

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Fenady:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDOZA
Resident Counsel

JAM/blb

Enc.

ONLY COPY AVAILABLE

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ANDREW J. FENADY.

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 15th day of November, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures, Inc., during the months of March, April, May and June 1973, without having obtained a Guild pass to enter said premises; and (2) having, during the months of March, April, May and June 1973, rendered services for Bing Crosby Productions, Inc. a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOAN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

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HELYNE LAUBERS
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LOIS McGUIRE
Administration
ELENA NELSON
Secretarial

ALLEN RIVKIN
Public Relations

May 16, 1973

CERTIFIED MAIL # 70373
RETURN RECEIPT REQUESTED

Mr. Thomas P. Leetch
2415 Crest View Drive
Los Angeles, Calif. 90049

Re: RULES FOR THE CONDUCT OF MEMBERS DURING A STRIKE

Dear Mr. Leetch:

It has come to the attention of the Disciplinary Committee that you may be in violation of Rule(s) 1, 12, 13, 28 of the Rules for the Conduct of Members During a Strike, a copy of which is attached hereto for your convenience.

Specifically, it has been reported to the Committee that:

You have been performing services for a struck company and that you have refused picket assignment.

It is the responsibility of this Committee to review the facts and to make a recommendation to the Board of Directors as to whether or not disciplinary charges should be filed.

/Continued....

We recognize that there is a possibility that the facts we have may be incorrect or incomplete. We do not wish to proceed in this matter without first giving you an opportunity to supply us with additional evidence which will either correct our information or which will serve in extenuation or mitigation of the alleged violation(s).

Accordingly, we are giving you an opportunity to present any and all information you may wish the Committee to consider in making its determination in this matter. We request that you make your presentation in writing. We have enclosed a self-addressed, stamped envelope for your convenience.

If we do not hear from you within 72 hours of your receipt of this letter we will have to assume that our information is correct and will have to proceed further in accordance with the Constitution and By-Laws of the Guild.

Very truly yours,

For the Disciplinary Committee

Enc.

15 P (2)

WRITERS GUILD OF AMERICA west, Inc.
Affiliated with the Writers Guild of America, east, Inc.
Member of International Writers Guild

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LIVEIN
Pacific Coast

October 17, 1973

CERTIFIED MAIL #70474
RETURN RECEIPT REQUESTED

Mr. Thomas L. Miller
2160 Century Park East
Los Angeles, California 90067

Re:NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Miller:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

ONLY COPY AVAILABLE

RECEIVED
OCT 19 1973
LEGAL DEPT.

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

THOMAS L. MILLER

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director, the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 19th day of November, 1973, at 1:00 P.M. at the offices of the Writers Guild of America, west, Inc. located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures, Inc. during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; and (2) having, during the months of March, April, May and June 1973, rendered services for Paramount Pictures, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDOZA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

ONLY COPY AVAILABLE

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

CY CHERMAK

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 2nd day of May, 1973, at 2:00 p.m. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Section(s) 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> Section 1: Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild.
>
> Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.

Specifically, you are charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

(cont)

G.C. EXHIBIT 15R(1)

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST,

15R(2)

WRITERS GUILD OF AMERICA, west, Inc.

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Administration
ELENA THURSTON
Signatories

ALLEN RIVKIN
Public Relations

April 9, 1973

CERTIFIED MAIL #70495
RETURN RECEIPT REQUESTED

Mr. Frank Paris
P.O. Box 2118 Toluca Lake
North Hollywood, California 91602

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Paris:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

EXHIBIT A

G.C. Exhibit 1550

In the Matter of

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

FRANK PARIS

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Sections 1, 5 and 6 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. a hearing on the charges made herein will take place on the 1st day of May, 1973, at 4:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of Sections 12, 13 and 28 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, which read as follows:

> Section 12: All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer.
>
> Section 13: Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit.
>
> Section 28: The Guild shall have authority to assign and direct members in the performance of duties relating to the strike including, but not limited to, picket duty. Any member found guilty of refusal to perform picket duty shall be fined not less than $100 per day for each day of such refusal to perform.

Specifically, you are charged with having crossed a Guild picket line at Walt Disney Productions on or about March 6, 1973, for the purpose of rendering services for Walt Disney Productions which company was at that time on the Guild's Strike List.

You are further charged with having refused on or about February 22, 1973, to accept an assignment to picket.

/Continued....

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDOZA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

15-53

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

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LOS ANGELES, CALIFORNIA 90048 • CRestview 4-5001
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November 6, 1973

CERTIFIED MAIL #70814
RETURN RECEIPT REQUESTED

JOHN J. FURIA, JR.
President
FAY KANIN
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

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MARGE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

Mr. Larry Gordon
521 North Palm Drive
Beverly Hills, California

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Gordon:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

G.C. Exhibit 15 T ①

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

LARRY GORDON

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 13th day of December, 1973, at 1:30 P.M. at the offices of the Writers Guild of America, west, In located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12, 13 and 28 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at American International Productions, during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for American International Productions, a company aginst whom the Guild was at such times on strike; and (3) refusing to perform picket duties during the strike after having been requested to do so by representatives of the Guild.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDOZA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

November 6, 1973

15-T (2)

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

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Assistant Executive Director
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Resident Counsel

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MARGE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

November 8, 1973

CERTIFIED MAIL #70829
RETURN RECEIPT REQUESTED

Mr. Jack Haley, Jr.
1443 Devlin Drive
Los Angeles, California 90069

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Haley:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

Date 4/11/21

RECEIVED
NOV 12 1973
KARLA DAVIDSON

G.C. Exhibit 15 U ①

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

VS.

JACK HALEY, JR.

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 18th day of December, 1973, at 2:30 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Metro-Goldwyn-Mayer Studios during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for Metro-Goldwyn-Mayer, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDOZA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

November 8, 1973

RECEIVED
NOV 12 1973
KARLA DAVIDSON

15 U(2)

WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

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ALLEN RIVKIN
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October 17, 1973

CERTIFIED MAIL #70794
RETURN RECEIPT REQUESTED

Mr. Philip Kaufman
1729 Vallejo Street
San Francisco, California 94123

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Kaufman:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

G.C. Exhibit 15V0

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

PHILIP KAUFMAN

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 13th day of November, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, West, Inc located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Metro-Goldwyn-Mayer during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; and (2) having, during the months of March, April, May and June 1973, rendered services for Metro-Goldwyn-Mayer, a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.

JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

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WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

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ELENA THURSTON
Signatories
MARGE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

October 17, 1973

Certified Mail #70793
RETURN RECEIPT REQUESTED

Mr. David S. Peckinpah
c/o Bisgeier Breslauer
9134 Sunset Boulevard
Los Angeles, California 90069

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Peckinpah:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,

JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

G.C. Exhibit 15 W①

IN THE MATTER OF

WRITERS GUILD OF AMERICA, WEST, INC.

vs.

DAVID S. PECKINPAH

NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 8th day of November, 1973, at 2:00 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

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JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 17, 1973

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